AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, September 30, 2025, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Dr. Dan Taylor, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**

6. **COMMUNICATIONS FROM THE MAYOR**

7. **MONTHLY FINANCE REPORTS**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of Order of Kahos for a waiver of the Noise Ordinance at 1710 Old Canal Street on October 4, 2025, from 10:00 a.m. - 10:00 p.m. (District 1).

   Request of Mt. Zion Baptist Church for a waiver of the Noise Ordinance at 1012 Adams Street on October 18, 2025, from 10:00 a.m. - 2:00 p.m. (District 2).

Request of Jason Craig for a waiver of the Noise Ordinance at 1644 Virginia Street on October 4, 2025, from 11:00 a.m. - 9:00 p.m. (District 2).

Request of Jason Craig for a waiver of the Noise Ordinance at 1644 Virginia Street on November 15, 2025, from 11:00 a.m. - 9:00 p.m. (District 2).

Request of Jason Craig for a waiver of the Noise Ordinance at 1644 Virginia Street on January 31, 2026, from 9:00 a.m. - 5:00 p.m. (District 2).

Request of Corry Glenn for a waiver of the Noise Ordinance at 8 Westminster Way on October 12, 2025, from 3:00 p.m. - 9:00 p.m. (District 5).

10. PUBLIC HEARINGS

Public hearing to consider rezoning property located at 813 Lakeside Drive from B-3 and I-1 to B-3 (District 3).

Public hearing to fix costs for demolition of the structure at 2002 Good Street; $2,400.00 (District 7).

Public hearing to fix costs for demolition of the structure at 1416 Old Shell Road; $3,695.00 (District 2).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Karrie Lewis-Pride - recognize Miss Juneteenth America Scholarship Queens.

Catherine Odom - concerns about overages on City projects, and glitches in recent elections.

12. RESOLUTIONS HELD OVER

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.).

08-1216 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.).

08-1221 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.).

21-1226 Authorize contract with Anderson Dulaney for raquet 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).

13. ORDINANCES BEING INTRODUCED

34-047 Ordinance to levy a local excise tax and require business licenses for the sale of consumable vapor products in the corporate limites and police jurisdiction of the City of Mobile (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

64-048 consider rezoning property located at 813 Lakeside Drive from B-3 and I-1 to B-3 (sponsored by Councilmember Small).

14. CONSENT RESOLUTIONS BEING INTRODUCED

31-1232 Authorize the Mayor to apply, accept and receive a grant from the American Society for the Prevention of Cruelty to Animals; $60,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Robert Bryant, Animal Shelter).

31-1233 Authorize the Mayor to apply, accept and receive a grant from the U.S. Department of Justice, Bureau of Justice Assistance in support of the FY 2025 Student, Teachers, and Officers Preventing School Violence Program; up to $1,000,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety).

37-1234 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to Rear Pocket; 93 N. Sage Ave. (sponsored by Councilmember Penn).

37-1235 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Mobile County Wildlife and Conservation Association Oyster Bar; 755 Monroe St. (sponsored by Councilmember Carroll).

37-1236 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Hop In Food Mart; 810 Dauphin Island Pkwy. (sponsored by Councilmember Small).

37-1237 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Bamboo Japanese Steakhouse Restaurant; 650 Cody Rd., S. (sponsored by Councilmember Woods).

37-1238 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Thai Chilli; 744 Museum Dr. (sponsored by Councilmember Gregory).

40-1239 Fix costs for demolition of the structure at 2002 Good Street (sponsored by Councilmember Gregory).

40-1240 Fix costs for demolition of the structure at 1416 Old Shell Road (sponsored by Councilmember Carroll).

46-1241 Honorarily rename Holt Road to "Honorary Albert Pettway, II Way" (sponsored by Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

58-1242 Declare weeds Noxious, Weed Lien Group 1669.

58-1243 Assess costs for removal of weeds, Repeat Weed Lien Group 93.

60-1244 Approve award of special bonus to the Administrative Services Employee of the Month, Shauna-Gaye Simms (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services).

27-1267 Declare the results of the September 23, 2025 Municipal Election Runoff (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

15. RESOLUTIONS BEING INTRODUCED

21-1245 Authorize contract with Bill Smith Electric, Inc. for emergency generator at MPD 3rd Precinct; $53,680.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

01-1246 Authorize Franchise Agreement with Fiber Utility Network, d/b/a Alabama Fiber Network (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-1247 Authorize amendment to Port City Transit Pension Plan Agreement (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Dept.).

08-1248 Approve purchase order to Bobcat of Mobile for compact loader with accessories for Urban Forrestry; $97,133.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1249 Approve purchase order to Cheryl T. Holifield for Federal Transit Administration grant reporting services; $22,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1250 Approve purchase order to Dana Safety Supply, Inc. for motorcycle

technology mounts for MPD; $27,781.20 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1251 Approve purchase order to Dozers.com, LLC for compaction roller for Public Services; $116,402.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1252 Approve purchase order to Long Lewis Ford of the Shoals, Inc. for Ford Bronco for Events Dept.; $39,278.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1253 Approve purchase order to Primary Arms, LLC for body armor for MPD; $33,126.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1254 Approve purchase order to Thompson Tractor Co., Inc. for emergency generator for the Cruise Terminal; $188,923.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1255 Approve purchase order to Tractor & Equipment Company for dozer for Public Services Dept.; $189,600.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1256 Authorize revision to the ADECA Community Development Block Grant - Coronavirus Response budget allocation (sponsored by Mayor Stimpson) (submitted by James Roberts Community & Housing Development).

09-1257 Reallocate funds from Capital Project - IT Technical & Infrastructure Upgrades to Capital Project - IT Fiber Expansions/Upgrades for fiber optic expansions and upgrades at City facilities; $60,000.00 (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT).

21-1258 Authorize contract with Allred Architectural Group for Dauphin Island Parkway-New Community Center; $515,472.00 (sponsored by Councilmember C.J. Small and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

21-1259 Authorize Contract with George Glaser to provide professional services for the Office of Professional Responsibility; NTE $80,000.00 per year (sponsored by Mayor Stimpson) (submitted by Michelle Gruzs, OPR Dept.).

21-1260 Authorize contract with National Maritime Museum of the Gulf of Mexico to create a Jimmy Buffet tribute exhibit; NTE $500,000.00 (sponsored by Mayor

Stimpson) (submitted by Karen Poth, GulfQuest).

21-1261 Authorize contract with PL Russell, LLC for upgrades to the Mobile Riverfront Redevelopment, Cooper Riverside Park, and Great Lawn; $2,757,500.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

21-1262 Authorize contract with Thompson Engineering, Inc. for access management and signal upgrades on Dauphin Street (from Sage Avenue to west of I-65 at Springhill Memorial Hospital); $1,132,641.00 (sponsored by Councilmembers Penn, Daves, & Gregory and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

21-1263 Authorize contract with Bagby & Russell Electric Company, Inc. for security camera maintenance; NTE $1,000,000.00 per year (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

25-1264 Accept temporary construction easements for miscellaneous drainage repairs for Halls Mill Road at Spring Branch (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by John Forrester, Eng. Dept., and Carleen Stout-Clark, REAM Dept.).

21-1266 Authorize contract with McElhenney Construction Company, LLC for construction of Dr. Martin Luther King Jr. Ave. Complete Streets project (NW of Butchers Lane to Beauregard Street) ($11,257,346.43) (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

16. CALL FOR PUBLIC HEARINGS

41-1265 Call for public hearing to consider the modification of a previously approved Planned Unit Development for property located at 600, 700, and 800 West I-65 Service Road, South (scheduled for November 4, 2025) (District 5).

17. 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: Madonna Burden
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251) 623-9277

Organization (if applicable) Order of Kahos

Mailing Address of Applicant 1108 Lynpark Cove Mobile, AL 36608

Telephone No. (251) 623-9277 E-mail address madonnaburden@yahoo.com

Location or address of event where amplification will be used:
1710 Old Canal Street, Mobile, AL 36605

Date of Event: 10/4/2025 Starting Time: 10:00am Ending Time 10:00pm

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

Type of Event: Ribbon Cutting/Block Party Ceremoney

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

Music containing obscene language or profanity is prohibited

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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Wendy Dukes
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-422-6894 Cell Number: 251-623-5999

Organization (if applicable) Mt. Zion Baptist Church

Mailing Address of Applicant 1012 Adams Street Mobile AL 36603

Telephone No. 251-432-2997 E-mail address pastormportis@bellsouth.net

Location or address of event where amplification will be used:
1012 Adams Street Mobile AL 36603

Date of Event: October 18, 2025 Starting Time: 10:00 am Ending Time 2:00pm

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

Type of Event: Community/Family Fun Day

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Jason W. Craig
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-478-0972 Cell Number: 251-401-9333

Organization (if applicable) Conde Explorers

Mailing Address of Applicant 1644 Virginia St

Telephone No. 251-401-9333 E-mail address craigj@cityofmobile.org

Location or address of event where amplification will be used:
1644 Virginia Street

Date of Event: 10-04-25 Starting Time: 1100 Ending Time 2100
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Tailgating 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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Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK'S OFFICE
MOBILE, AL
TU. SEP 23, PM2:09 RCVD

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
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(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: Jason W. Craig
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-478-0972 Cell Number: 251-401-9333

Organization (if applicable) Conde Explorers

Mailing Address of Applicant 1644 Virginia St

Telephone No. 251-401-9333 E-mail address craigj@cityofmobile.org

Location or address of event where amplification will be used:

1644 Virginia Street

Date of Event: 11-15-25 Starting Time: 1100 Ending Time 2100
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Tailgating Party

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

Music containing obscene language or profanity is prohibited

CITY CLERK'S OFFICE

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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: Jason W. Craig
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-478-0972 Cell Number: 251-401-9333

Organization (if applicable) Conde Explorers

Mailing Address of Applicant 1644 Virginia St

Telephone No. 251-401-9333 E-mail address craigj@cityofmobile.org

Location or address of event where amplification will be used:
Ladd Stadium 1621 Virginia Street

Date of Event: 01-31-26 Starting Time: 0900 Ending Time 1700
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Mardi Gras Float Loading

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: Corry Glenn

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-605-0397

Organization (if applicable) _____

Mailing Address of Applicant 8 Westminster Way

Telephone No. _____ E-mail address _____

Location or address of event where amplification will be used:

8 Westminster Way Mobile AL36608

Date of Event: Oct 12th Starting Time: 3:00 Ending Time 9:00

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

Type of Event: Birthday 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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RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 813 Lakeside Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 27, 2025**, a public hearing will be held on the **30th** day of **September, 2025**, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 813 Lakeside Drive from B-3, Community Business Suburban District, and I-1, Light Industry District, to B-3 Community Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

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

LOT 2, REGAL INVESTMENTS SUBDIVISION, AS RECORDED IN MAP BOOK 117 PAGE 94, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA;

AND

LOT B, ADDITION TO REGAL INVESTMENTS SUBDIVISION, AS RECORDED IN MAP BOOK 134 PAGE 6, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 3rd day of September, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **813 Lakeside Drive.**

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

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

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

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

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

LOT 2, REGAL INVESTMENTS SUBDIVISION, AS RECORDED IN MAP BOOK 117 PAGE 94, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA,

AND

LOT B, ADDITION TO REGAL INVESTMENTS SUBDIVISION, AS RECORDED IN MAP BOOK 134 PAGE 6, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

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

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

Adopted:

Lisa Lambert, City Clerk

Alan B. Whitaker, III
Bushwood Subdivision
813 Lakeside Drive
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

August 21, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on June 12, 2025, considered the request of **Alan B. Whitaker, III** for a change in zoning from **B-3, Community Business Suburban District and I-1, Light Industry District**, to an **I-1, Light Industry District,** for the property located at **813 Lakeside Drive**.

After discussion it was decided to recommend approval of the rezoning request to the City Council to Rezone the site to **B-3**, with the following condition:

1. Full compliance with all municipal codes and ordinances.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 13, 2025

Alan B. Whitaker, III
146 Old Mill Road
Fairhope, Alabama 36532

Re: 813 Lakeside Drive
ZON-UDC-003354-2025
Bushwood Subdivision
Alan B. Whitaker, III
District 4
Rezoning from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-1).

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

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

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

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

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-3, Community Business Suburban District,** to the City Council, subject to the following condition(s):

1. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$281.20** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
May 21, 2025
PUBLIC HEARING NOTICE

Re: 813 Lakeside Drive
ZON-UDC-003354-2025
Bushwood Subdivision
Alan B. Whitaker, III
District 4
Rezoning from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-1).

Dear Applicant(s) / Owner(s):

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

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

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

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

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

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

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

05.21.2025

Memo

TO
City of Mobile

FROM
Broughton & Associates

CC
None

RE
25-007 Neighborhood Meeting Minutes

COMMENTS:

A neighborhood meeting was held on Tuesday May 20th, 2025 from 4:00pm to 5:30pm at St. Dominic Catholic Church located at 4156 Burma Road in Mobile. The meeting started promptly at 4:00pm. A site plan, sign-in sheet, and comment form were displayed at a table at the front of the meeting room.

Those in attendance from the project team included Jay Broughton (Engineer of Record), Allan Whitaker (Owner) and Clayton Barton (Owner).

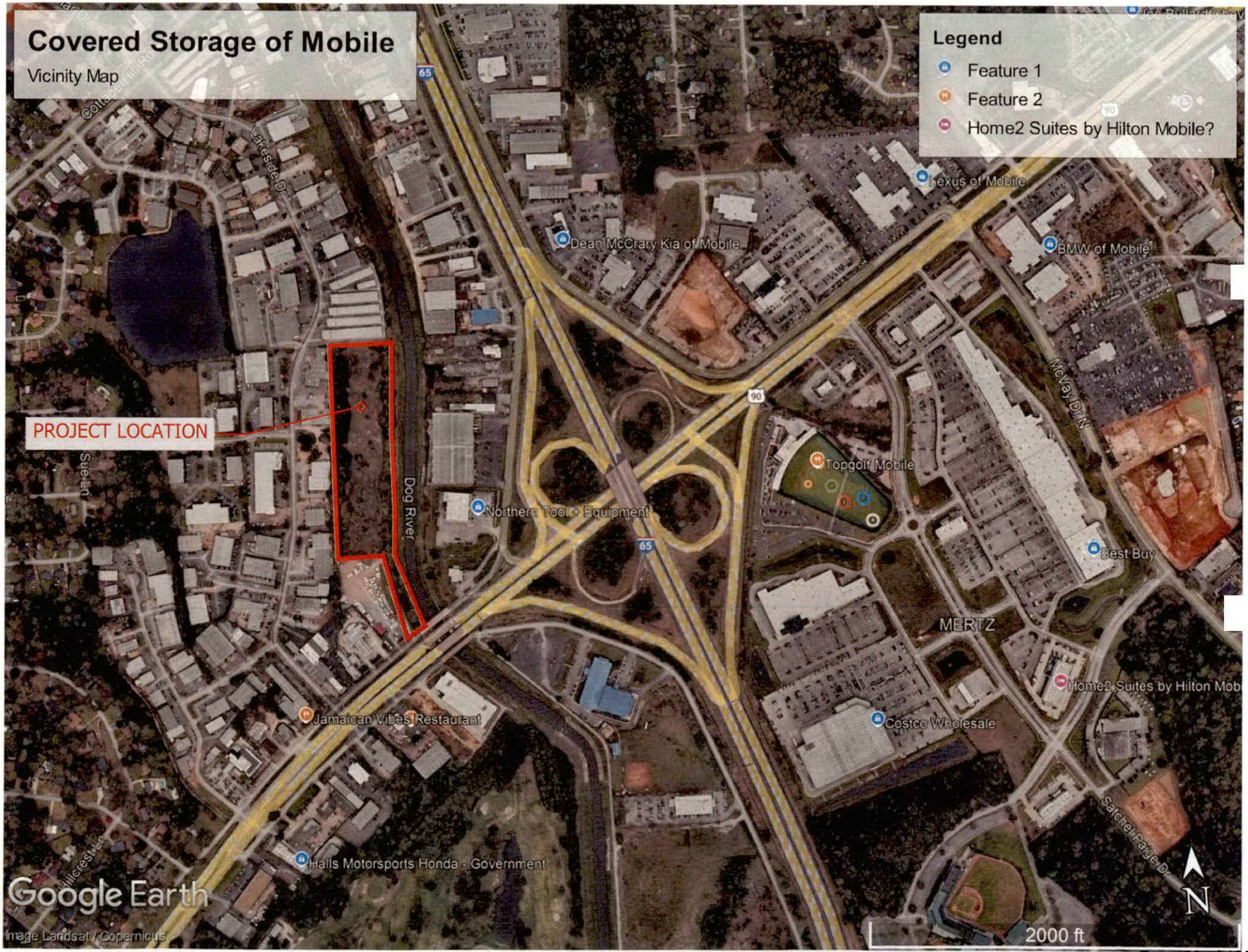
Only one adjacent property owner attended. He did not have any adverse comments or questions and his only reason for attending was he "was curious and didn't have anything else to do".

All project representatives stayed until the meeting concluded at 5:30pm.

BROUGHTON & ASSOCIATES LLC

Tel (251) 610-8966
www.broughtonllc.com

BROUGHTON & ASSOCIATES, LLC
ENGINEERING THE FUTURE


Covered Storage of Mobile
Vicinity Map
Legend
Feature 1
Feature 2
Home2 Suites by Hilton Mobile?
PROJECT LOCATION
Dog River
Lexus of Mobile
Dean McCrary Kia of Mobile
BMW of Mobile
McVay Dr N
Topgolf Mobile
Northern Tool + Equipment
Best Buy
MERTZ
Home2 Suites by Hilton Mob
Costco Wholesale
Jamaican Vibes Restaurant
Halls Motorsports Honda - Government
Satchel Paige Dr
Google Earth
Image Landsat / Copernicus
2000 ft
N

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 5/21/2025

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

_____

_____

Neighborhood Meeting Date: 5/20/2025

Neighborhood Meeting Time: 4:00 - 5:30PM

Neighborhood Meeting Location: ST. DOMINIC'S CATHOLIC CHURCH, 4156 BURMA RD, MOBILE, AL

_____

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

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

Applicant's Name: JAY BROUGHTON

(First Name & Last Name)

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

X JAY S BROUGHTON Digitally signed by JAY S BROUGHTON DN: C=US, E=JAY@BROUGHTONLLC.COM, O=BROUGHTON AND ASSOCIATES LLC, CN=JAY S BROUGHTON, Date: 2025.05.21 16:09:52 -05'00' Date: 5/21/2025

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

May 9, 2025 at 2:44:46 PM
825 Lakeside Dr
Mobile AL 36693
United States
NEIGHBORHOOD MEETING NOTICE
FOR PLANNING COMMISSION APPLICATION
REQUEST: REZONING - B-3 TO I-1
APPLICANT: B ROUGHTON AND ASSOCIATES, LLC
PHONE #: (251) 610-8966
MEETING DATE: TUESDAY MAY 20TH, 2025
MEETING TIME: 4:00PM - 5:30PM
MEETING LOCATION: ST. DOMINIC CATHOLIC CHURCH
4156 BURMA ROAD
MOBILE, AL 36693
BROUGHTON
&
ASSOCIATES, LLC
ENGINEERING THE FUTURE

BROUGHTON & ASSOCIATES, LLC
ENGINEERING THE FUTURE

NEIGHBORHOOD MEETING

DATE: MAY 20TH, 2025

TIME: 4:00PM - 5:30PM

LOCATION:
ST. DOMINIC CATHOLIC CHURCH
4156 BURMA RD
MOBILE, AL 36693

PROJECT LOCATION: DIRECTLY OPPOSITE JOY SPRINGS DRIVE ON THE EAST SIDE OF LAKESIDE DRIVE (PARCEL NO. 2807390004011003)

PROJECT APPLICATION: REZONING FROM B-3 TO I-1

APPLICANT'S SIGNATURE ATTESTING THE ACCURACY OF THIS SHEET:

SIGN: _____ DATE: 5/20/2025

PLEASE SIGN IN:

NAME: JAY BROUGHTON
ADDRESS: 114 SANDY SHOAL LP, FAIRHOPE AL 36532
EMAIL: JAY@BROUGHTONLLC.COM PHONE: (251) 610-8566

NAME: Alan B Whitaker III
ADDRESS: 146 Old Mill Rd., Fairhope AL 36532
EMAIL: albiewhitaker@gmail.com PHONE: 404-932-5367

NAME: Clay Barton
ADDRESS: 510 McAdams Ave., Daphne AL 36526
EMAIL: jclaybarton@gmail.com PHONE: 512-705-1936

BROUGHTON
&
ASSOCIATES, LLC
ENGINEERING THE FUTURE

COVERED STORAGE OF MOBILE
NEIGHBORHOOD MEETING

NAME: M. R. ATIA

ADDRESS: 3701 Cottonhill Rd M, AL 36609

EMAIL: bkuna156@gmail.com PHONE: 251-554-7600

NAME:

ADDRESS:

EMAIL: PHONE:

NAME:

ADDRESS:

EMAIL: PHONE:

NAME:

ADDRESS:

EMAIL: PHONE:

NAME:

ADDRESS:

EMAIL: PHONE:

NAME:

ADDRESS:

EMAIL: PHONE:

SECURCARE MOVEIT MCALLEN LLC C/O
MOVE IT MANAGEMENT
12655 N CENTRAL EXPY STE 925
DALLAS, TX 75243

SMITH BEVERLY A
855 LAKESIDE DR
MOBILE, AL 36693

SOUTHERN BUILDING
3520 GOVERNMENT BLVD
MOBILE, AL 36693

SOUTHERN EARTH SCIENCES INC
PO BOX 160745
MOBILE, AL 36616

LAKESIDE III LLC C/O BALL PROPERTIES INC
P O BOX 2288
SOUTH PORTLAND, ME 04116

NORTHROP PATRICIA R & PELINA INEZ HALL
PO BOX 1548
ANDALUSIA, AL 36420

DRUMMOND CAPITAL LLC
P O BOX 2862
MOBILE, AL 36652

ROTH AARON MICHAEL
15095 RIDGE RD
FAIRHOPE, AL 36532

DRW PARTNERSHIP, LLLP, A MINNESOTA
LLLP
ATTN: KARL GREIG
2800 SOUTHCROSS DR W
BURNSVILLE, MN 55306

GENUINE PARTS COMPANY
2999 WILDWOOD PKWY
ATLANTA, GA 30339

ATIGH MOHAMMAD K
219 ROCHESTER RD
MOBILE, AL 36608

SMITH BEVERLY A
855 LAKESIDE DR
MOBILE, AL 36693

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2999 WILDWOOD PKWY
ATLANTA, GA 30339

FAIRMONT INC C/O VIVIAN G JOHNSTON III
PO BOX 8005
MOBILE, AL 36689

LAKESIDE III LLC C/O BALL PROPERTIES INC
P O BOX 2288
SOUTH PORTLAND, ME 04116

MAYA INVESTMENT LLC
9153 REDBERRY DR
MOBILE, AL 36695

TENN-TOM TERMINALS INC C/O THOMAS G
GREAVES
105 PINE FOREST DR
GREENVILLE, SC 29601

ROTH AARON MICHAEL
15095 RIDGE RD
FAIRHOPE, AL 36532

SOUTH ALLIES ALABAMA LLC
833 S EAST AVE
COLUMBUS, KS 66725

ROLLINS CONTINENTAL INC A C/O CORP TAX
DEPT
2170 PIEDMONT ROAD, NE
ATLANTA, GA 30324

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MOBILE, AL 36608

ALSTON LARRY R & SANDRA FAY
845 LAKESIDE DR
MOBILE, AL 36693

HUTH GEORGE A & RITA L
110 MARIKESH DR
DAPHNE, AL 36526

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MOBILE, AL 36619

ALABAMA POWER CO
TREASURY/FINANCE
600 18TH STREET NORTH
BIRMINGHAM, AL 35291

TENN-TOM TERMINALS INC C/O THOMAS G
GREAVES
105 PINE FOREST DR
GREENVILLE, SC 29601

LAKESIDE RENTAL PROPERTIES LLC
725 BRANNAN DR E
MOBILE, AL 36693

TRINITY CHRISTIAN CENTER OF SANTA ANA
INC
2442 MICHELLE DR
TUSTIN, CA 92780

ROLLINS CONTINENTAL INC A C/O CORP TAX
DEPT
2170 PIEDMONT ROAD, NE
ATLANTA, GA 30324

BERWYN 163 LLC
PO BOX 8389
MOBILE, AL 36689

DOWNTOWN INVESTMENT
PO BOX 8389
MOBILE, AL 36689

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MOBILE, AL 36689

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3730 JOY SPRINGS DR
MOBILE, AL 36693

SOUTHERN BUILDING
3520 GOVERNMENT BLVD
MOBILE, AL 36693

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BROUGHTON
&
ASSOCIATES, LLC
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www.broughtonllc.com
314 Magnolia Avenue, Suite 115
Fairhope, Alabama 36532
251.610.8966

MAY 10, 2025

To: City of Mobile Planning and Zoning Department
205 Government Street
Mobile, AL 36602

From: Broughton and Associates, LLC
314 Magnolia Ave, Suite 115
Fairhope, AL 36532

RE: Description and Justification: Rezoning Parcel R022807390004011.003 from B3 to I1

To whom it may concern,
In the following letter, we would like to discuss the proposed rezoning application for the property located on the east side of Lakeside Drive, immediately adjacent to Joy Springs Rd. The property is also approximately 900' north of Lakeside Ct and further identified as parcel number R022807390004011.003.

Description: The application being submitted is to rezone this parcel from B-3 to I-1. The site is approximately 5.27 acres and lies just west of Drainage Canal #1. Immediately south of this parcel, is a 2.88-acre parcel that is zoned I-1. The neighborhood meeting is scheduled for May 20th at St. Dominic Catholic Church from 4:00 to 5:30. The notification letters were sent by certified mail to the 28 adjacent property owners on May 6th, 2025. The neighborhood meeting sign was placed on-site on May 9th, 2025.

Justification: The buyer of this parcel is also purchasing the parcel immediately to the south (parcel number R022807390004011.000). We are requesting this rezoning application so that the two parcels will be in the same zoning district. If this rezoning application is approved, we will submit a minor subdivision plat to combine the two parcels to accommodate a covered storage facility.

Future Land Use and Development Trends: The Future Land Use Map identifies this parcel as being in the Mixed Commercial Corridor. Covered storage is allowed by right in the I-1 zoning district. The proposed project is in keeping with the current development trends of this area. Warehousing, service and repair, manufacturing, and distribution are all land uses within the immediate vicinity of this parcel. The proposed project is in keeping with current development trends and will provide a benefit to the people of Mobile.

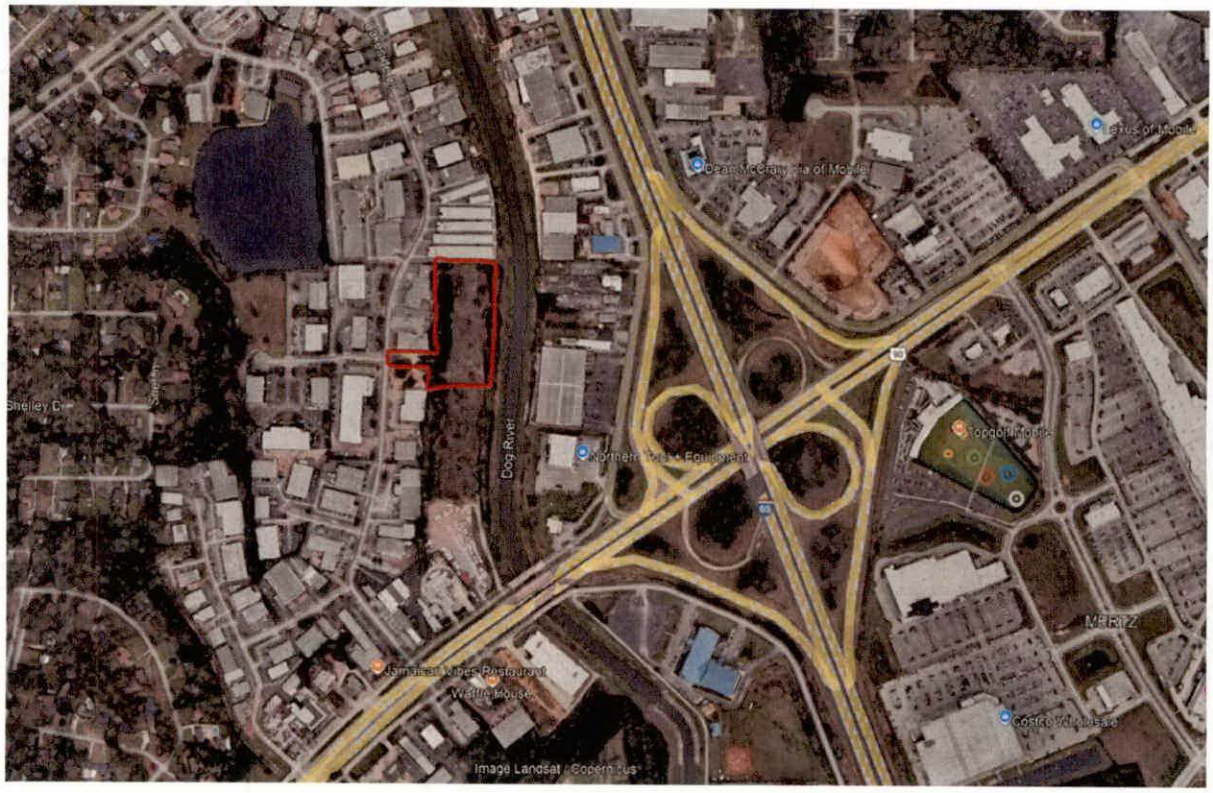
We sincerely appreciate your time and consideration. If you have any questions, please feel free to give me a call on my cell phone.

Sincerely,

Jay Broughton, P.E.
BROUGHTON
&
ASSOCIATES, LLC
ENGINEERING THE FUTURE
Cell: (251) 610-8966

Email: jay@broughtonllc.com
314 Magnolia Ave, Suite 115
Fairhope, AL 36532

Project Vicinity Map



City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project COVERED STORAGE OF MOBILE

Address TO BE DETERMINED

Owner SOUTHERN EARTH SCIENCES INC

Address PO BOX 160745, MOBILE, AL 36616 Zip Code 36616

Phone (251) 344-7711 Fax _____ Email _____

Authorized Agent ALLAN B. WHITAKER

Address 146 OLD MILL RD, FAIRHOPE, AL 36532 Zip Code 36532

Phone (404) 932-5367 Fax _____ Email ALBIEWHITAKER@GMAIL.COM

Contractor TO BE DETERMINED

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer BROUGHTON AND ASSOCIATES - JAY BROUGHTON

Address 314 MAGNOLIA AVE, SUITE 115, FAIRHOPE, AL 36532 Zip Code 36532

Phone (251) 610-8966 Fax _____ Email JAY@BROUGHTONLLC.COM

Architect TO BE DETERMINED

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

JAY S BROUGHTON Digitally signed by JAY S BROUGHTON DN: C=US, E=JAY@BROUGHTONLLC.COM, O=BROUGHTON AND ASSOCIATES LLC, CN=JAY S BROUGHTON Date: 2025.05.04 10:07:07-05'00'

Signature

JAY BROUGHTON, P.E.

Print

5/4/2025

Date

CIVIL ENGINEER

Affiliation to project/Organization

SECURCARE MOVEIT MCALLEN LLC C/O
MOVE IT MANAGEMENT
12655 N CENTRAL EXPY STE 925
DALLAS, TX 75243

SMITH BEVERLY A
855 LAKESIDE DR
MOBILE, AL 36693

SOUTHERN BUILDING
3520 GOVERNMENT BLVD
MOBILE, AL 36693

SOUTHERN EARTH SCIENCES INC
PO BOX 160745
MOBILE, AL 36616

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P O BOX 2288
SOUTH PORTLAND, ME 04116

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PO BOX 1548
ANDALUSIA, AL 36420

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P O BOX 2862
MOBILE, AL 36652

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15095 RIDGE RD
FAIRHOPE, AL 36532

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LLLP
ATTN: KARL GREIG
2800 SOUTHCROSS DR W
BURNSVILLE, MN 55306

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LAKESIDE III LLC C/O BALL PROPERTIES INC
P O BOX 2288
SOUTH PORTLAND, ME 04116

MAYA INVESTMENT LLC
9153 REDBERRY DR
MOBILE, AL 36695

TENN-TOM TERMINALS INC C/O THOMAS G
GREAVES
105 PINE FOREST DR
GREENVILLE, SC 29601

ROTH AARON MICHAEL
15095 RIDGE RD
FAIRHOPE, AL 36532

SOUTH ALLIES ALABAMA LLC
833 S EAST AVE
COLUMBUS, KS 66725

ROLLINS CONTINENTAL INC A C/O CORP TAX
DEPT
2170 PIEDMONT ROAD, NE
ATLANTA, GA 30324

ATIGH MOHAMMAD K
219 ROCHESTER RD
MOBILE, AL 36608

ALSTON LARRY R & SANDRA FAY
845 LAKESIDE DR
MOBILE, AL 36693

HUTH GEORGE A & RITA L
110 MARIKESH DR
DAPHNE, AL 36526

FAIRMONT INC C/O VIVIAN G JOHNSTON III
PO BOX 8005
MOBILE, AL 36689

TORI CIRCLES LLC
4833 AUDUBON DR
MOBILE, AL 36619

ALABAMA POWER CO
TREASURY/FINANCE
600 18TH STREET NORTH
BIRMINGHAM, AL 35291

TENN-TOM TERMINALS INC C/O THOMAS G
GREAVES
105 PINE FOREST DR
GREENVILLE, SC 29601

LAKESIDE RENTAL PROPERTIES LLC
725 BRANNAN DR E
MOBILE, AL 36693

TRINITY CHRISTIAN CENTER OF SANTA ANA
INC
2442 MICHELLE DR
TUSTIN, CA 92780

ROLLINS CONTINENTAL INC A C/O CORP TAX
DEPT
2170 PIEDMONT ROAD, NE
ATLANTA, GA 30324

BERWYN 163 LLC
PO BOX 8389
MOBILE, AL 36689

DOWNTOWN INVESTMENT
PO BOX 8389
MOBILE, AL 36689

DOWNTOWN INVESTMENT
PO BOX 8389
MOBILE, AL 36689

TRINITY CHRISTIAN CENTER OF SANTA ANA INC
2442 MICHELLE DR
TUSTIN, CA 92780

TRINITY CHRISTIAN CENTER OF SANTA ANA INC
2442 MICHELLE DR
TUSTIN, CA 92780

ALABAMA POWER CO
TREASURY/FINANCE
600 18TH STREET NORTH
BIRMINGHAM, AL 35291

JOY SPRINGS PROPERTY GROUP LLC
3730 JOY SPRINGS DR
MOBILE, AL 36693

SOUTHERN BUILDING
3520 GOVERNMENT BLVD
MOBILE, AL 36693

JOY SPRINGS PROPERTY GROUP LLC
3730 JOY SPRINGS DR
MOBILE, AL 36693

HUTH GEORGE A & RITA L
110 MARIKESH DR
DAPHNE, AL 36526

BROUGHTON
&
ASSOCIATES, LLC
ENGINEERING THE FUTURE

www.broughtonllc.com
314 Magnolia Avenue, Suite 115
Fairhope, Alabama 36532
251.610.8966

MAY 4, 2025

Dear Property Owner(s),

The purpose of this letter is to inform you of, and invite you to attend, a Neighborhood meeting to discuss the following application that Broughton and Associates LLC will be submitting to the City of Mobile Planning Commission:

> Zoning Change to rezone Parcel Number 2807390004011003 from B-3 Community Business District to I-1 Light Industrial District (see aerial below for vicinity map)

The site can more specifically be identified as being directly opposite Joy Springs Drive on the east side of Lakeside Drive. This rezoning application is intended to serve an 8-acre self-storage facility with approximately 271 covered storage units. Please see below for an aerial of the site.

You are receiving this notice because your property is located within 300' of the subject parcel, in compliance with the notification requirements of Article 5 of the City's Unified Development Code (UDC). You and/or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views, questions, or concerns. We will gladly receive your questions and comments at the meeting, or you can call or email Jay Broughton at (251) 610-8966 (jay@broughtonllc.com).

Location:
St. Dominic Catholic Church
4156 Burma Rd
Mobile, AL 36693

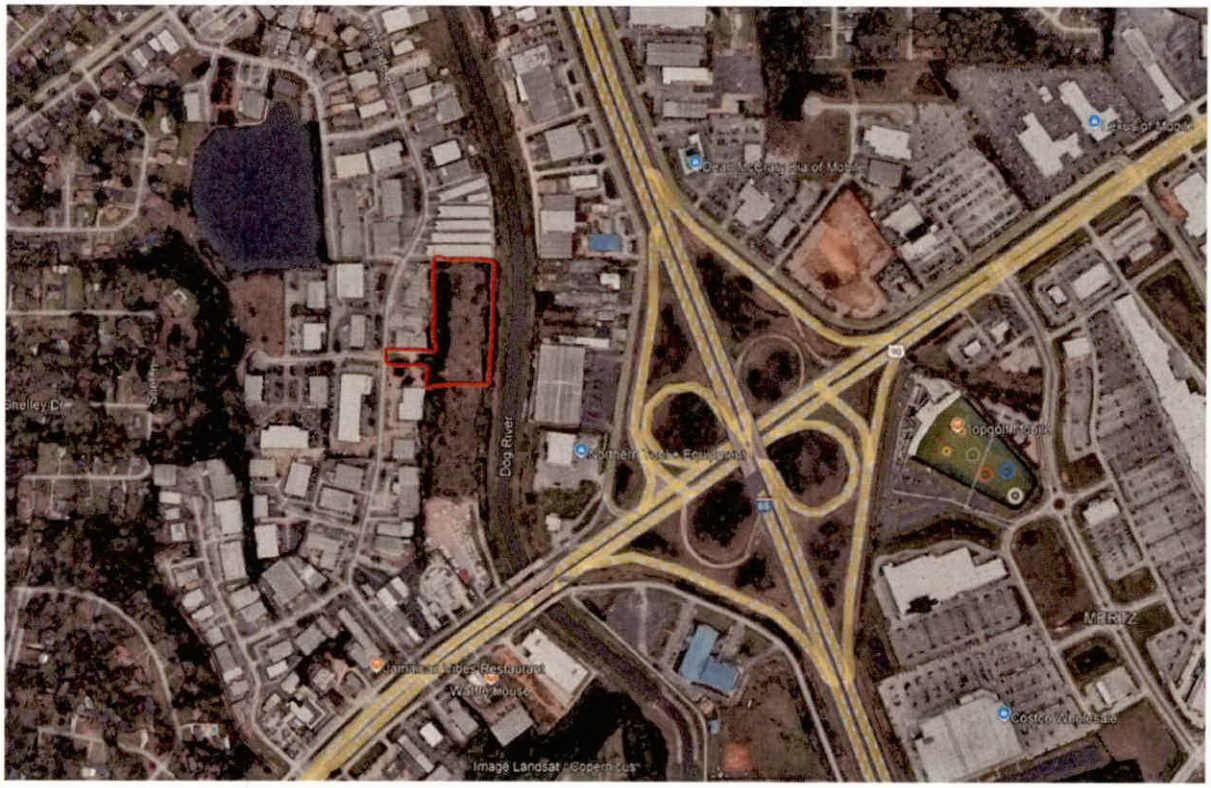
When:
Tuesday May 20th, 2025
4:00 pm to 5:30 pm

Thank you in advance and we look forward to seeing you at the meeting.

Sincerely,

Jay Broughton, P.E.
BROUGHTON
&
ASSOCIATES, LLC
ENGINEERING THE FUTURE
CELL: (251) 610-8966
EMAIL: JAY@BROUGHTONLLC.COM
WWW.BROUGHTONLLC.COM
314 MAGNOLIA AVENUE, SUITE 115
FAIRHOPE, ALABAMA 36532

Project Vicinity Map



City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

■ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

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

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

---

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

	Applicant	Agent (If Applicable)
Name:	ALAN B. WHITAKER, III	
Firm:		
Phone:	(404) 932-5367	
Email:	albiewhitaker@gmail.com	
Address:	146 OLD MILL ROAD, FAIRHOPE, AL 36532	

	Owner	Design Professional
Name:		JAY BROUGHTON
Firm:	SOUTHERN EARTH SCIENCES INC	BROUGHTON & ASSOCIATES, LLC
Phone:	(251) 344-7711	(251) 610-8966
Email:		JAY@BROUGHTONLLC.COM
Address:	PO BOX 160745, MOBILE, AL 36616	314 MAGNOLIA AVE, SUITE 115, FAIRHOPE, AL 36532

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

LAKESIDE DR MOBILE, AL 36693 — Property Address

5.27 AC — Property Area (acres or square feet)

R022807390004011.003 — Parcel Number(s) or Key Number(s)

B-3 — Present Zoning or Transect District

I-1 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

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

Owner Signature — Date: 5-5-25

Applicant or Agent Signature (if applicable) — Date: 5-5-25

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

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

Applicant or Agent Signature — Date: 5-5-25

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the Use Table in Section 64-2-24 of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Daycare, Child (Home Based 7-12 Children)
☐ Community Residences	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank
☐ Bar/Lounge	

Have you provided the required information for the selected uses above? ☐ Yes ☐ No

---

The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

☐ Planning Commission Application
☐ Documentation of compliance with Approval Criteria
☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
☐ Site Plan
☐ Neighborhood Meeting Documentation

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

2. Is the application compliant with Development Standards of Article 3? ☐ Yes ☐ No
   If no, what are the deficiencies?

   _____

   _____

   _____

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.

   _____

   _____

   _____

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

5. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
   - ☐ Other conditions that are unique to the use of the property:

6. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

7. Describe how the proposal is designed to minimize the impact on storm water facilities.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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

10. For Above-Ground Oil Storage Tanks, please include all information required by Section 64-4-7. For Hazardous Substance Storage Tanks, please include all information required by Section 64-4-8.

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
   How many nonresident employees are proposed for the business?

   _____

   _____

2. How many guest rooms will be provided?

   _____

   _____

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

   _____

   _____

4. What is the maximum stay for guests?

   _____

   _____

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

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

☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.

☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)

☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.

☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ☐ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

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

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

SUPPLEMENTAL DOCUMENTATION
Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

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

☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.

☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.

☐ The following minimum amount of off-street parking must be provided:

- ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
- ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
- ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.

☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

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

SITE PLAN

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

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

THE PROPOSED PROJECT ALIGNS WITH THE MAP FOR MOBILE BECAUSE IT PROVIDES MUCH NEEDED STORAGE FOR PROFESSIONAL AND RECREATIONAL USERS. THE FLUM IDENTIFIES THIS PARCEL AS A MIXED COMMERCIAL CORRIDOR. THIS REZONING IS IN KEEPING WITH SIMILAR DEVELOPMENT TRENDS AND IS IN LIKE KIND TO ADJACENT LAND USES.

MIXED COMMERCIAL CORRIDOR
Future Land Use Map (FLUM) Designation

I-1
Requested Zoning

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

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

THE PROPOSAL PROVIDES MUCH NEEDED COVERED STORAGE FOR BUSINESSES AND INDIVIDUALS. HAVING A CONFENIENT AND SECURE STORAGE AREA WILL ENCOURAGE RESIDENTS TO ENJOY LOCAL NATURAL RESOURCES.

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

SOUTH ALABAMA, AND THE CITY OF MOBILE, IS EXPERIENCING SIGNIFICANT GROWTH IN POPOULATION. AS MORE AND MORE PEOPLE AND BUSINESSES RELOCATE TO THE CITY, THE DEMAND FOR COVERED AND SELF-STORAGE FACILITIES IS INCREASING. THIS PROJECT WILL BE AN ASSET TO NEARBY RESIDENTS AS WELL AS MOBILE BUSINESSES WITH A NEED FOR COVERED STORAGE.

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

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

CURRENT DEVELOPMENT TRENDS IN THE AREA OF THIS PROPERTY IS BUSINESS AND LIGHT INDUSTRIAL. A COVERED STORAGE FACILITY WOULD BE A NATURAL FIT TO THE DEVELOPMENT TRENDS AND NEEDS OF THE AREA.

2. Describe the surrounding land uses.

SURROUNDING LAND USES INCLUDE MANY THAT ARE ALLOWED BY RIGHT IN B-3 COMMUNITY BUSINESS AND I-1 LIGHT INDUSTRIAL. CPC OFFICE TECHNOLOGIES, KELLER SMITH SUPPLY COMPANY, CALIBER COLLISION, HCR, AND SEVERAL OTHER SERVICE, REPAIR, AND WAREHOUSING BUSINESS ARE IMMEDIATELY ADJACENT TO THE PROPOSED SITE.

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

THERE ARE NO POTENTIAL ADVERSE IMPACTS TO THE NEIGHBORING PROPERTIES AS A RESULT OF THIS DEVELOPMENT. ALL STORMWATER, EVIRONMENTAL, TRAFFIC, AND AESTHETICS WILL BE MITIGATED BY SOUND ENGINEERING PRACTICES AND A COMMITMENT TO BEING GOOD STUWARDS OF THE COMMUNITY.

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

THERE IS ADEQUATE INFRASTRUCTURE IN PLACE TO ACCOMODATE THE PROPOSED REQUEST.

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

NEW SUBIDIVION DEVELOPMENTS ARE ON A RAPID RISE. MANY HOME OWNERS ASSOCIATIONS DO NOT ALLOW BOAT, TRAILER, AND/OR RV PARKING. THIS PROPOSAL IS A BENEFIT BECAUSE IT PROVIDES PEOPLE A CONVENIENT, SAFE PLACE TO STORE THEIR RECREATIONAL VEHICLES.

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

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

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

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____
   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

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

     _____

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

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

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

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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

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

SITE PLAN AND BUILDING INFORMATION

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

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

☐ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

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

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

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

     _____

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

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

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

     _____

     _____

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   THE NEIGHBORHOOD MEETING IS SCHEDULED FOR TUESDAY MAY 20TH AT ST. DOMINIC CATHOLIC CHURCH (4156 BURMA RD).
   ALL REQURIED DOCUMENTS WILL BE PROVIDED AFTER THE NEIGHBORHOOD MEETING.

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

Agenda Item # 7

SUB-003321-2025 & ZON-UDC-003354-2025

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
813 Lakeside Drive

Subdivision Name:
Bushwood Subdivision

Applicant / Agent:
Alan B. Whitaker, III

Property Owners:
Southern Earth Sciences, Inc.

Current Zoning:
B-3, Community Business Suburban District &
I-1, Light Industry District

Proposed Zoning:
I-1, Light Industry District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from B-3 & I-1 to I-1.
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with eight (8) conditions; and
2. Rezoning with one (1) condition.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by commercial units.

APPLICATION NUMBER 7 DATE June 12, 2025

APPLICANT Bushwood Subdivision

REQUEST Subdivision, Rezoning from B-3 and I-1 to I-1

N

NTS

SITE HISTORY

The site was originally part of the Harris Business Park Subdivision, a two-lot subdivision approved by the Planning Commission in March 1995. The plat was recorded in the Mobile County Probate Court that same month.

In August 1998, the Planning Commission approved the *Harris Business Park Subdivision, Resubdivision of Lot 2, Phase One*, dividing Lot 2 into 10 lots. However, when the plat was recorded in September 1998, only two (2) lots were included, with the remaining area labeled as "Future Development."

In October 2006, the Planning Commission approved the *Wade Business Park Subdivision*, which re-subdivided Lot 2 of the former Harris Business Park Subdivision into four (4) lots. A concurrent Planned Unit Development (PUD) was also approved to allow gated, private street access for a commercial subdivision. However, the associated plat was never recorded, and both the subdivision and PUD approvals expired.

In May 2007, the *Regal Investments Subdivision* was approved, again re-subdividing Lot 2 of the former Harris Business Park Subdivision into two (2) lots. A concurrent PUD was approved for multiple buildings on the newly created Lot 1, and the Planning Commission also approved rezoning from B-3, Community Business District, to I-1, Light Industry District. The rezoning was adopted by the City Council on July 24, 2007, and the subdivision plat was recorded in March 2008. However, the PUD was never developed and that approval lapsed.

In May 2008, another PUD was approved for Lot 1 of the Regal Investments Subdivision to allow multiple buildings on a single site. A concurrent Sidewalk Waiver was granted, exempting sidewalk construction along Government Boulevard.

At its June 2008 meeting, the Board of Zoning Adjustment approved a Surfacing Variance to allow aggregate vehicle maneuvering areas on Lot 1, consistent with the May 2008 PUD. Although an extension was granted in April 2009, the site was never developed, and both the PUD and variance approvals expired.

In February 2009, the Planning Commission granted Planning Approval for the development of Lot 2 with 50,000 square feet of warehousing, along with a concurrent PUD allowing five buildings on a single site. While the PUD expired due to lack of development, Planning Approvals do not expire, and that approval remains in effect.

In December 2015, the *Addition to Regal Investments Subdivision* was approved, subdividing a portion of Lot 1 and combining it with Lot 1 of the *Harris Business Park Subdivision, Resubdivision of Lot 2, Phase One*. This action also included rezoning from B-3 and I-1, to B-3, to eliminate split-zoning. The remaining portion, labeled "Lot B," retained its I-1 zoning designation.

The plat was recorded in June 2016, and the rezoning was adopted by the City Council on April 26, 2015.

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.

B. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
C. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
D. Show and label all flood zones. New maps went into effect on June 5, 2020. It appears that the AE flood zone is also located within LOT 1.
E. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 32.5'.
F. Show and label the BFE (Base Flood Elevation) on each lot that contains a V or VE flood zone designation.
G. Revise NOTE 7 to read "As shown on the 1984 aerial photo LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE."
H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Fire code compliance in regard to fire ground operations will be required to be adhered to through permitting prior to structures being placed on the property.

Planning Comments:

Subdivision

The purpose of this application is to consolidate two (2) legal lots of record into one (1) legal lot of record. The site is served by public water and sanitary sewer.

The property has frontage along Government Boulevard, a Principal Arterial Street maintained by the Alabama Department of Transportation (ALDOT), which requires a 250-foot-wide right-of-way; and along Lakeside Drive, a minor street with curb and gutter requiring a 50-foot-wide right-of-way. The preliminary plat shows that both street frontages meet the required right-of-way widths; therefore, no additional dedication is necessary.

The proposed lot is irregular in shape and may be classified as a "flag lot," with two (2) narrow "poles" providing frontage onto Government Boulevard and Lakeside Drive. While Section 6.C.9. of the Subdivision Regulations generally discourages flag lots, such designs are permissible in areas where irregular lot configurations are

common and consistent with surrounding development. Although there are few, if any, flag-shaped lots in the immediate vicinity, the Planning Commission's prior approvals of similar flag-lot subdivisions on this property support the justification for a waiver of Section 6.C.9.

The proposed lot exceeds the minimum area requirements for lots served by public water and sanitary sewer within both the B-3 Suburban and I-1 zoning districts. This information is properly labeled in square feet and acres on the preliminary plat. If approved, the same information should be retained on the Final Plat or presented in a table with equivalent detail.

The lot also exceeds the 3.5:1 maximum width-to-depth ratio specified in Section 6.C.3. of the Subdivision Regulations along both street frontages due to its flag-shaped configuration. However, since similar designs were approved in previous subdivisions of the property, a waiver of Section 6.C.3. is considered appropriate.

A 25-foot front yard setback is depicted along both street frontages where the lot width is at least 60 feet. This meets the requirements of Section 5.C.2.(i) of the Subdivision Regulations, as well as Article 2, Sections 64-2-14.E. and 64-2-21.E. of the Unified Development Code (UDC), applicable to B-3 and I-1 zoning districts. If approved, these setback details should be retained on the Final Plat.

Approval of this subdivision will result in a split-zoned lot (B-3 and I-1). Therefore, subdivision approval is contingent upon approval of the associated rezoning request.

Rezoning

As previously noted, approval of the subdivision request would result in the creation of a split-zoned lot, with portions zoned B-3 (Community Business, Suburban) and I-1 (Light Industry). The applicant's justification for the associated rezoning request can be accessed via the link provided on Page 1 of this report. In this case, the subdivision may necessitate and justify a reclassification of zoning to eliminate the resulting split zoning. If the subdivision is approved, the rezoning process should be completed prior to signing the Final Plat.

The subject site is surrounded by properties zoned B-3 Suburban. The surrounding area includes a variety of land uses such as tire sales, convenience stores, automobile sales and repair businesses, an emergency services provider, professional offices, and several warehousing and distribution operations.

Although no site plan was submitted with the rezoning application, the applicant's narrative states that the proposed use of the site is a covered self-storage facility. This type of use is permitted by right in the B-3 Suburban District. However, outdoor storage only (no buildings) would require a minimum zoning designation of Commercial Warehouse (CW).

While a site plan is not required for consideration of the rezoning request, any future development of the site must comply fully with the applicable provisions of Article 3 of the Unified Development Code (UDC).

Historically, rezoning to I-1 in this area has been granted to accommodate industrial Planned Unit Developments. Given that the proposed development is not industrial in nature, rezoning to I-1 may not be appropriate in this instance. However, one of the conditions under which rezoning may be justified—according to the Unified Development Code—is the presence of a manifest error in the current zoning. The proposed subdivision would create a split-zoned lot, which could be viewed as such an error, thereby supporting the need for rezoning.

Nonetheless, the portion of the site currently zoned I-1 has never been developed and as mentioned, is surrounded by B-3 Suburban properties. Therefore, rezoning the I-1 portion to B-3 Suburban, rather than rezoning

the B-3 Suburban portion to I-1, may be more consistent with the character of the surrounding area and more appropriate to eliminate the split zoning.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request, waivers of Sections 6.C.3 (width-to-depth ratio) and 6.C.9. (lot design) will be required and the following conditions could apply:

1. Retention of the right-of-way widths of Government Boulevard (250 feet) and Lakeside Drive (50 feet) on the Final Plat;
2. Retention of the lot size label in both square feet and acres on the Final Plat, or the provision of a table on the Final Plat providing the same information;
3. Retention of the 25-foot front yard setback along each street frontage where the lot is at least 60 feet in width;
4. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;
5. Compliance with all Engineering comments noted in this staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report; and,
8. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;

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

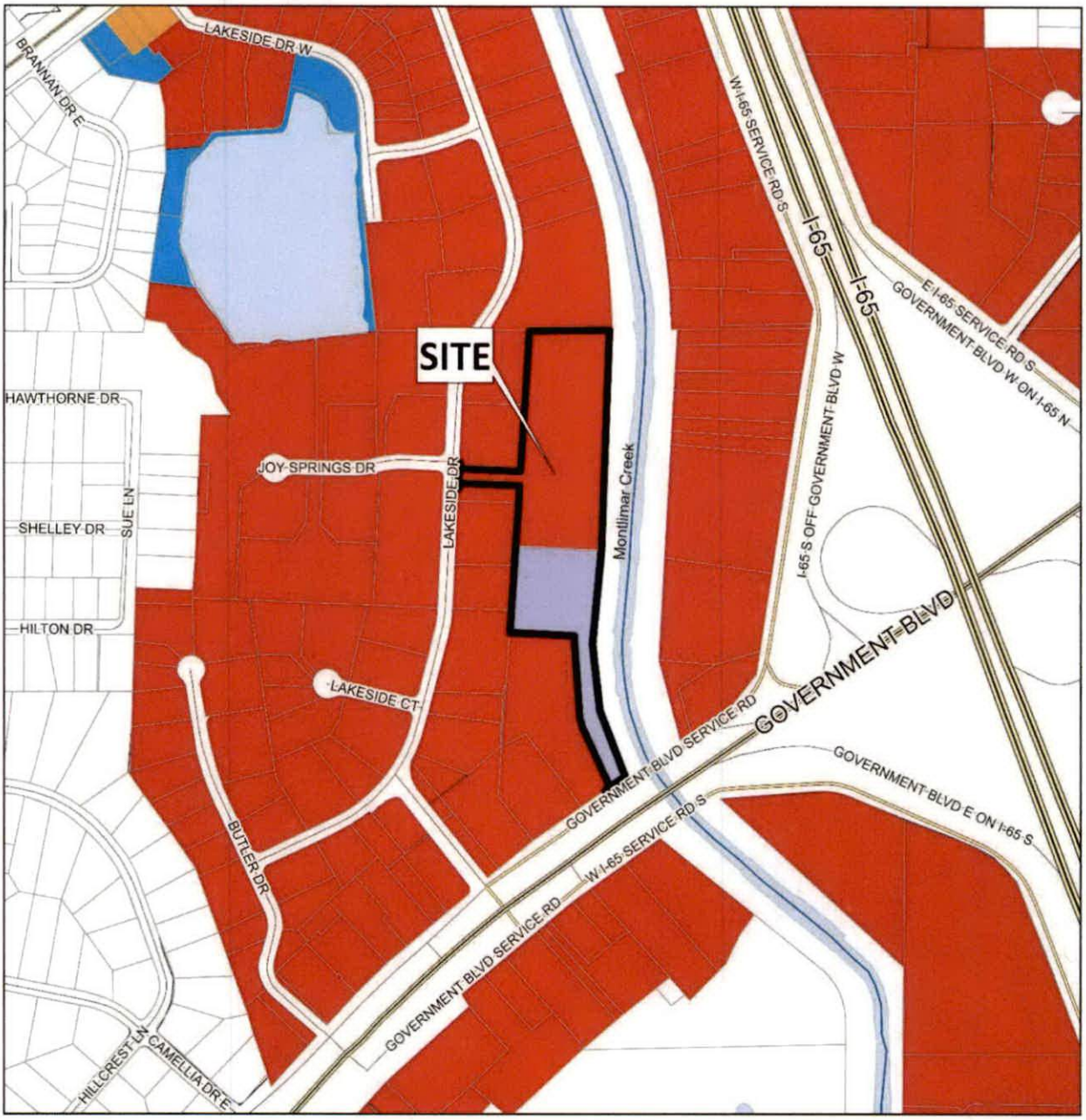
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE June 12, 2025

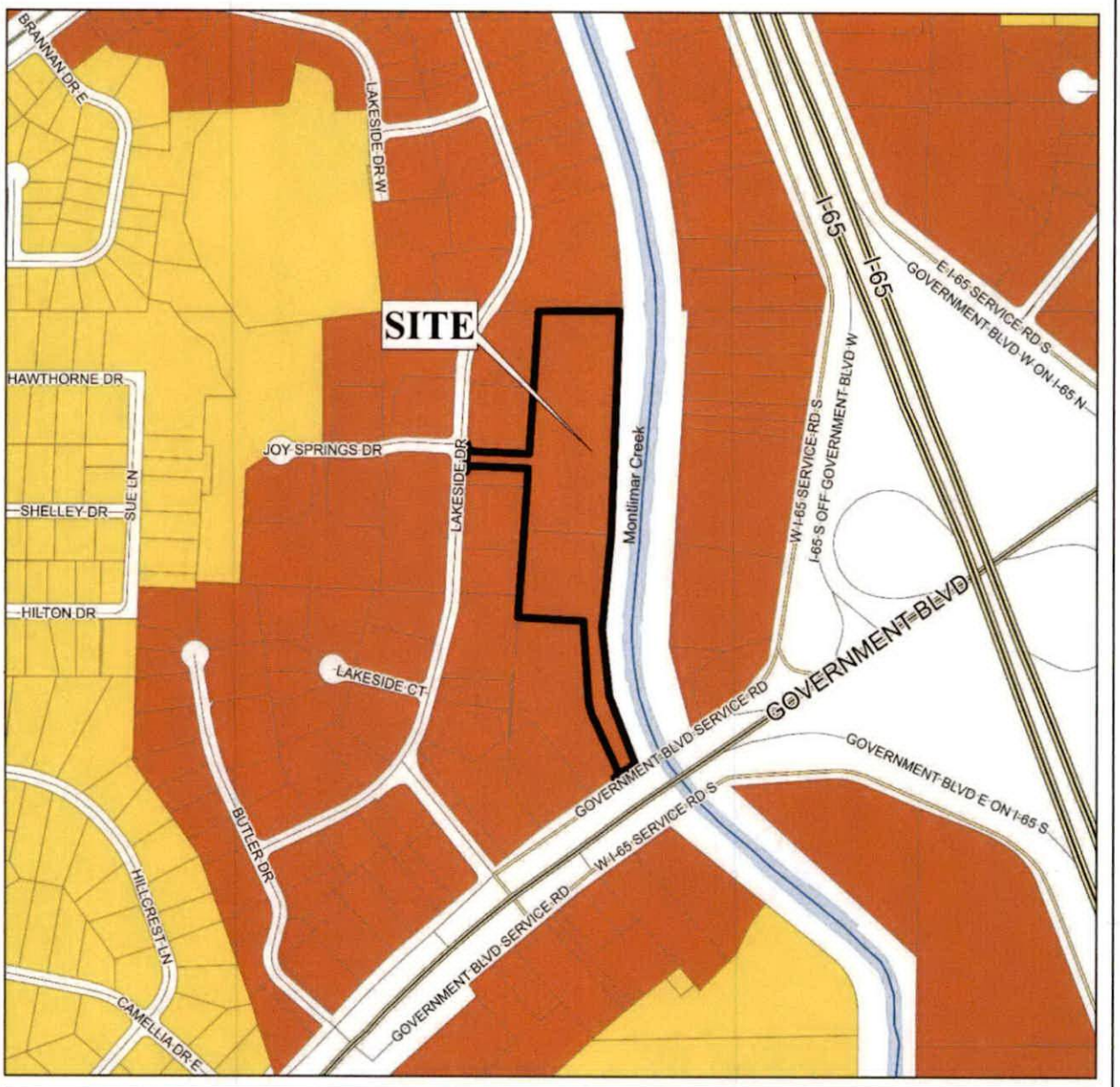
APPLICANT Bushwood Subdivision

REQUEST Subdivision, Rezoning from B-3 and I-1 to I-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE June 12, 2025

APPLICANT Bushwood Subdivision

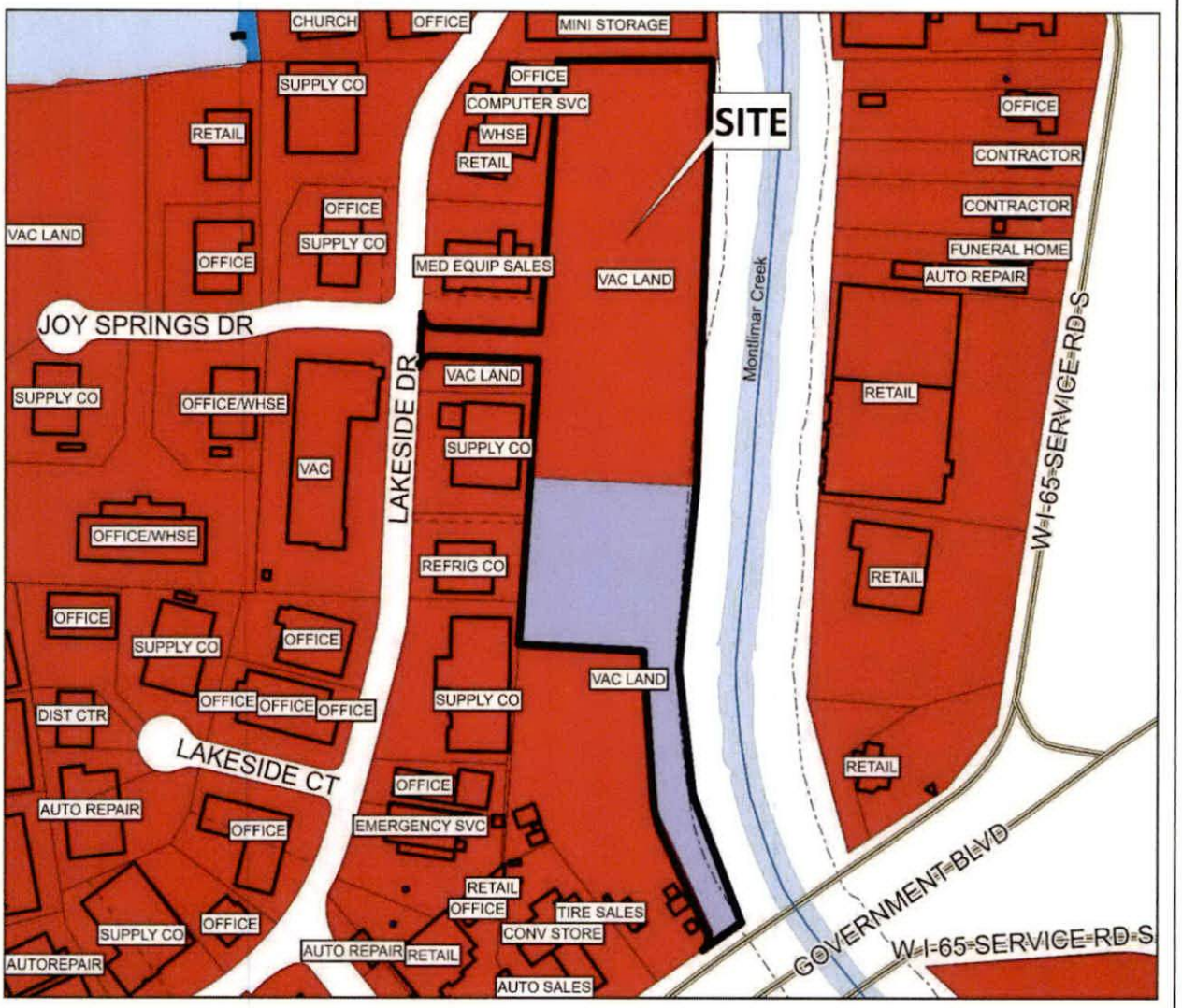
REQUEST Subdivision, Rezoning from B-3 and I-1 to I-1

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 7 DATE June 12, 2025

APPLICANT Bushwood Subdivision

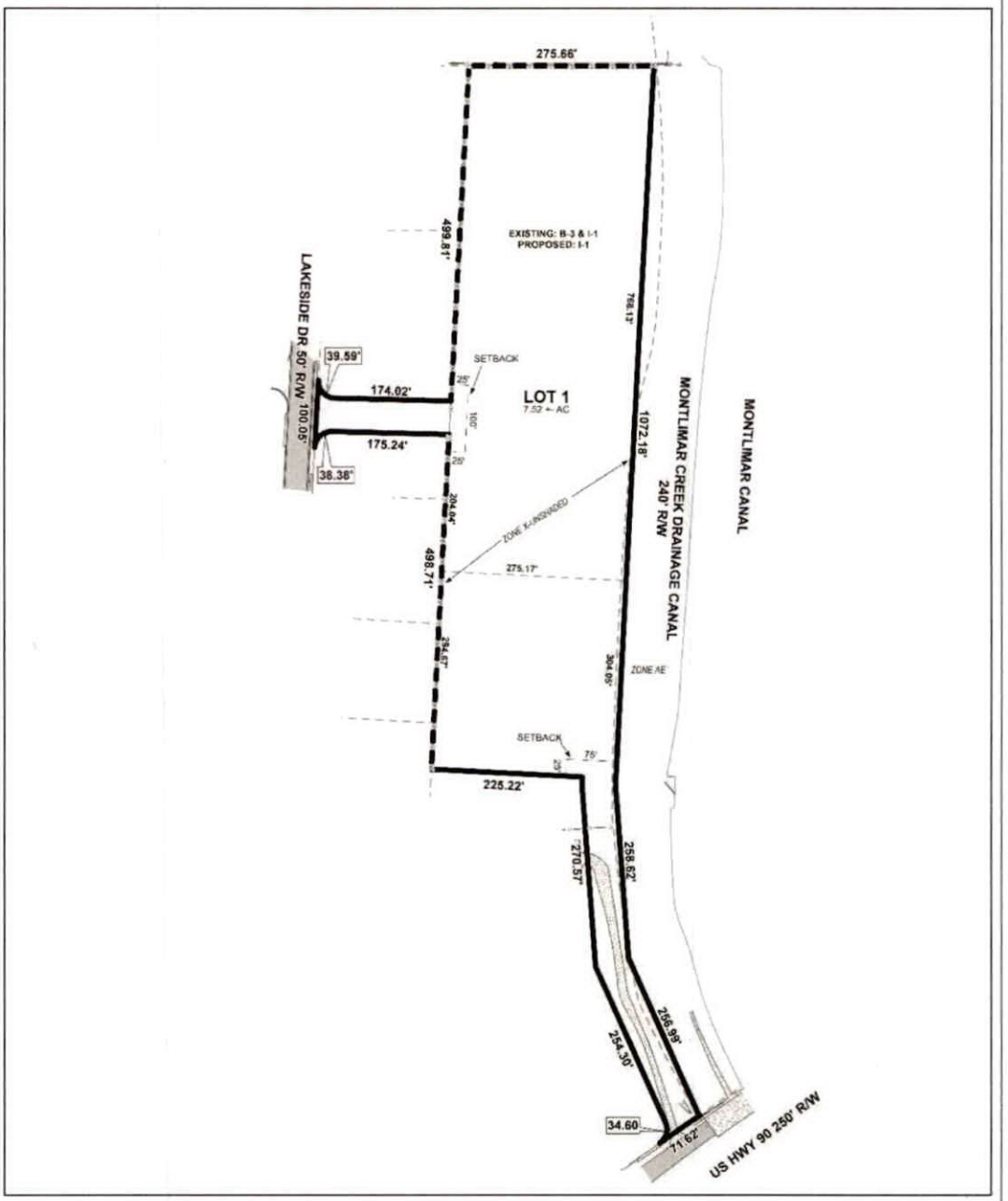
REQUEST Subdivision, Rezoning from B-3 and I-1 to I-1

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

N

NTS

SITE PLAN



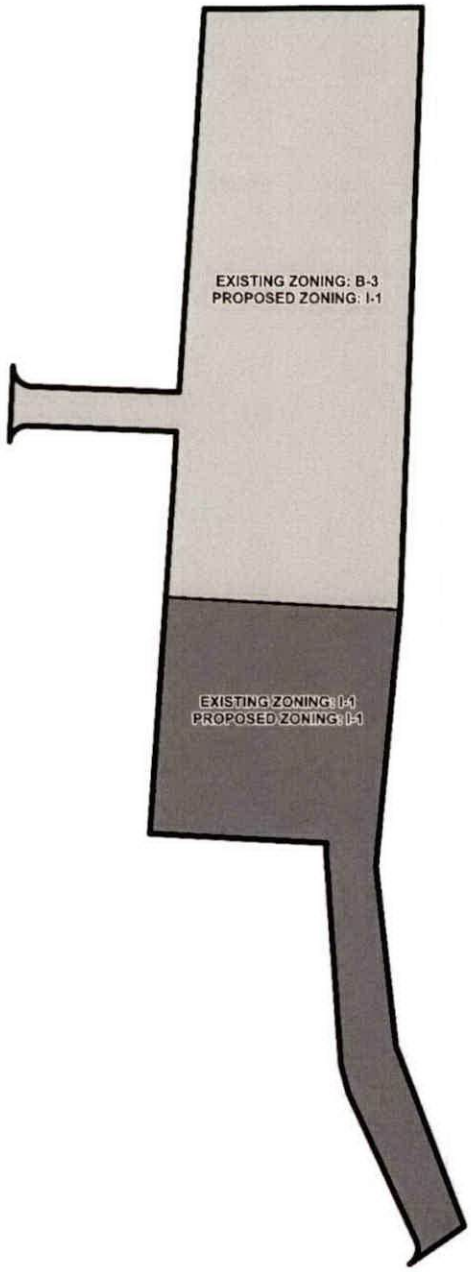
The site plan illustrates drives, setbacks and proposed zoning.

APPLICATION NUMBER	7	DATE	June 12, 2025
APPLICANT	Bushwood Subdivision		
REQUEST	Subdivision, Rezoning from B-3 and I-1 to I-1		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER	7	DATE	June 12, 2025
APPLICANT	Bushwood Subdivision		
REQUEST	Subdivision, Rezoning from B-3 and I-1 to I-1		

N

NTS

MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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

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 next City Council meeting you would like to speak at. 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
Mobile, Al 36644
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Catherine ODOM Date: 9-24-25

Address: 2520 Cedar Point Rd, Mobile 36605

Phone: 251-605-0046 Email: ceogoldengirl07@protonmail.com

Date to Address City Council: 9-30-25

Subject (must complete):

accountability and
Transparency at city hall
~~Beach Plan~~ - Overages on City projects
- Concerns unredacted Kenyon Brown
- glitches in recent elections. repo

Specific Questions:

Signature: Catherine Odom

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,

Adam Spence, P.E.
Assistant Director – Traffic Engineering

2025

R E S O L U T I O N

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.

REV.04/01/2025

STATE OF ALABAMA
CITY OF MOBILE

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 ENIGNEER 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: _____ Date: 9-4-2025
Its Authorized Agent

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
Alabama State at Large

Taylor R. Channell
Notary Public

My Commission Expires Aug. 03, 2026

CITY OF MOBILE, A Municipal Corporation

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

ATTEST:

_____ Date: _____
City Clerk

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
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 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 Adminstration 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

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

GRAND TOTAL OF FEE PROPOSAL

Corridor Study	$65,516
GRAND TOTAL FEE	**$65,516**

Combined overhead rate (%) >>>>>>>>>>>>>>>	196.29
Facilities Capital Cost of Money (if used) >>>>>>	1.10

LABOR RATES

Classification	Daily Rate
Project Manager	$453.92
Sr Engineer	$549.28
Engineer II	$453.92
Engineer I	$345.36
Engineering Technician/CADD	$318.08
QA/QC	$549.28

**Certification of Out-of-Pocket Expenses:
If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Seth Tibbs

Signed

7/16/2025

Date

Project Manager

Position/Title

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,

Adam Spence, P.E.
Assistant Director – Traffic Engineering

2025

R E S O L U T I O N

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.

STATE OF ALABAMA
CITY OF MOBILE

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 ENIGNEER 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: _____ Date: 9-4-2025
Its Authorized Agent

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
Alabama State at Large

My Commission Expires Aug. 03, 2026

Taylor R Channell
Notary Public

CITY OF MOBILE, A Municipal Corporation

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

ATTEST:

_____ Date: _____
City Clerk

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 Techr	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 Adminstration 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

REV.04/29/2025

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

GRAND TOTAL OF FEE PROPOSAL

Corridor Study	$62,703
GRAND TOTAL FEE	**$62,703**

Combined overhead rate (%) >>>>>>>>>>>>>>>	196.29
Facilities Capital Cost of Money (if used) >>>>>>	1.10

LABOR RATES

Classification	Daily Rate
Project Manager	$453.92
Sr Engineer	$549.28
Engineer II	$453.92
Engineer I	$345.36
Engineering Technician/CADD	$318.08
QA/QC	$549.28

**Certification of Out-of-Pocket Expenses:
If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Seth Tibbs

Signed

7/16/2025

Date

Project Manager

Position/Title

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 30, 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:
Lana Gauthier
Lana Gauthier

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.

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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.	(299943) nexAir LLC

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 #598**4 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

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

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 deliverd F.O.B. Mobile to:
08/29/2025	5984	FIRE	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Tuesday, September 9, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		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

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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 Aabama, 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.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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

The following are the normal weekly delivery locations **ONLY** for **OPTION A:**

Crichton Station 200 Davenport Ave
Charles McCosker Fire Station 1275 Azalea Road
Public Safety Complex 8080 Airport Boulevard.

OPTION B IS ONLY 12 LOCATIONS

The following are the normal weekly delivery locations **ONLY** for **OPTION B:**

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.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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 competed order.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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.

TO BE AWARDED PER OPTION ONLY

OPTION A:
Option A shall include the following:

The City will only pay for oxygen cylinders whose seals are broken and that are used. The weekly invoice needs to reflect our charges for each location as follows:

1. Delivery Fee_____
2. Fuel Surcharge Fee_____
3. Haz Mat Fee_____
4. Product Description _____

Product Price for the number of each cylinder as follows:

"M" Cylinder price $_____ for How many cylinders_____

"D" Cylinder price $_____ for How many cylinders_____

The invoice should reflect the breakdown of pricing for each cylinder.

For an example you drop to location 1 and you exchange 4 M cylinders

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.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

and 4 D cylinders we want to see the bill reflect the delivery charge, the fuel charge, the hazmat fee and the product amount with the price for each for each location.

TO BE AWARDED PER OPTION ONLY

OPTION B:
Option B shall include the following:

The City will only pay for oxygen cylinders whose seals are broken and that are used. The weekly invoice needs to reflect our charges for each location as follows:

1. Delivery Fee_____
2. Fuel Surcharge Fee_____
3. Haz Mat Fee_____
4. Product Description _____

Product Price for the number of each cylinder as follows:

"M" Cylinder price $_____ for How many cylinders_____

"D" Cylinder price $_____ for How many cylinders_____

The invoice should reflect the breakdown of pricing for each cylinder.

For an example you drop to location 1 and you exchange 4 M cylinders and 4 D cylinders we want to see the bill reflect the delivery charge, the fuel charge, the hazmat fee and the product amount with the price for each for each location.

TO BE AWARDED PER OPTION ONLY

City will not process any paperwork that does not have the printed name of the receiving employee, their signature, station number, and their employee number.

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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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 30, 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:
Lana Gauthier
Lana Gauthier

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:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
29509	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	(50080) ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE

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: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

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

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- RENEWAL OF EXISTING SOFTWARE AND MAINTENANCE PER YOUR QUOTE #26301602. ALSO PER STATE OF ALABAMA SOFTWARE EXCEPTION 41-16-51(a)(8). CUSTOMER #102360.			
001	ArcGIS Enterprise Advanced Up to Four Cores Maintenance ITEM #9010, 161326. Start Date: 11/01/2025 End Date: 10/31/2026	2.00 EACH	12375.00000	24750.00
1	1000.10.23.5010.5010.5000.0000.0000.42115.			24750.00
	Ship To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602 Deliver To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602			
002	11010 1 162037 2,965.00 2,965.00 ArcGIS Monitor for ArcGIS Server Up to Four Cores Maintenance, ITEM	1.00 EACH	2965.00000	2965.00

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 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
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	STOOTSK@CITYOFMOBILE.ORG
Tel#909-793-2853	
Fax 909-307-3083	
	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
	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
1	1000.10.23.5010.5010.5000.0000.0000.42115.			13750.00
	Ship To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602			
	Deliver To GIS			

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 4

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

Date 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
	1 1000.10.23.5010.5010.5000.0000.0000.42115.			24400.00
	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

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 5

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

Date 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

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	STOOTSK@CITYOFMOBILE.ORG
Tel#909-793-2853	
Fax 909-307-3083	
	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
	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 Analyst for ArcGIS Online Creator or Professional User Type Annual Subscription (Desktop Migration) ITEM #17010, 195149. 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
	Ship To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602 Deliver To			

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 7

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

Date 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.	78295.00	4999.46
GIS EXP 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 30, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor Wiliam 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:
Lana Gauthier
Lana Gauthier

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
28269	2025	(F7000) MOTOR POOL	40 2026 CHEVROLET TAHOE PPV SUVS FOR MPD (SEALED BID 5971)	$2,047,470.40	(299517) HARDY CHEVROLET BUICK GMC

Adopted:

_____

City Clerk

Bill To	Requisition 00028269-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1530.1532.1530.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
HARDY CHEVROLET BUICK GMC	MOTOR POOL - ATTN: ADAM LYNN
1249 CHARLES HARDY PARKWAY	770 GAYLE STREET
	MOBILE, AL 36604
DALLAS, GA 30157	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	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	40.00 EACH	51186.76000	2047470.40

Additional Description Notes

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

Bill To	Requisition 00028269-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.45040. Review: Buyer: Status: Released Page 2

Vendor	Ship To
HARDY CHEVROLET BUICK GMC 1249 CHARLES HARDY PARKWAY DALLAS, GA 30157 Tel#2563307280 Fax 7704459659	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 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	Requisition 00028269-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1532.1530.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

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

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

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 deliverd 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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

POLICE PACKAGE TAHOES

Appx 19-40

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.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

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 Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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 thisrequirement 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.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 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 shall be firm for a three (3) month period, extendable for four (4) additional three (3) month periods if pricing and terms remain the same. **BID WILL BE AWARDED ON AN ALL OR NONE BASIS.**					
			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 30, 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:
Lana Gauthier
Lana Gauthier

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
28218	2025	(F7000) MOTOR POOL	56 2026 CHEVROLET TAHOE PPV SUVS FOR MPD (SEALED BID 5971)	$2,866,458.56	(299517) HARDY CHEVROLET BUICK GMC

Adopted:

_____

City Clerk

Bill To	Requisition 00028218-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Released Page 1

Vendor	Ship To
HARDY CHEVROLET BUICK GMC 1249 CHARLES HARDY PARKWAY DALLAS, GA 30157 Tel#2563307280 Fax 7704459659	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	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	Requisition 00028218-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Released Page 2

Vendor	Ship To
HARDY CHEVROLET BUICK GMC 1249 CHARLES HARDY PARKWAY DALLAS, GA 30157 Tel#2563307280 Fax 7704459659	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. POLICE ADMIN SERVICES EXP FLEET VEHICLES	2866458.56	34804.24

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

Activity	Date	Clerk	Comment
CCancelled	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

Bill To	Requisition 00028218-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
HARDY CHEVROLET BUICK GMC	MOTOR POOL - ATTN: ADAM LYNN
1249 CHARLES HARDY PARKWAY	770 GAYLE STREET
	MOBILE, AL 36604
DALLAS, GA 30157	AGEET@CITYOFMOBILE.ORG
Tel#2563307280	Delivery Reference
Fax 7704459659	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 09/17/25	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

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

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 deliverd 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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

POLICE PACKAGE TAHOES

Appx 19-40

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.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

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 Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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 thisrequirement 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.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 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 shall be firm for a three (3) month period, extendable for four (4) additional three (3) month periods if pricing and terms remain the same. **BID WILL BE AWARDED ON AN ALL OR NONE BASIS.**					
			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 30, 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:
Lana Gauthier
Lana Gauthier

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
28270	2025	(F7000) MOTOR POOL	4 2026 CHEVROLET TAHOE PPV SUVS FOR MPD (SEALED BID 5971)	$204,747.04	(299517) HARDY CHEVROLET BUICK GMC

Adopted:

_____

City Clerk

Bill To	Requisition 00028270-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1532.1530.0000.0000.45040. Review: Buyer: Status: Released Page 1

Vendor	Ship To
HARDY CHEVROLET BUICK GMC 1249 CHARLES HARDY PARKWAY DALLAS, GA 30157 Tel#2563307280 Fax 7704459659	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	4.00 EACH	51186.76000	204747.04

Additional Description Notes

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

Bill To	Requisition 00028270-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1532.1530.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
HARDY CHEVROLET BUICK GMC	MOTOR POOL - ATTN: ADAM LYNN
1249 CHARLES HARDY PARKWAY	770 GAYLE STREET
	MOBILE, AL 36604
DALLAS, GA 30157	AGEET@CITYOFMOBILE.ORG
Tel#2563307280	Delivery Reference
Fax 7704459659	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 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
CCancelled	09/17/25	JOHN PAINE	GL Allocation changed
Approved	07/28/25	MATTHEW ANDERSON	
Approved	07/28/25	SHONNDA SMITH	Auto approved by: 910516584
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Bill To	Requisition 00028270-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
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MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

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

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

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 deliverd 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 — Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION 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.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

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.

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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.

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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.

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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 Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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 thisrequirement 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.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 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 shall be firm for a three (3) month period, extendable for four (4) additional three (3) month periods if pricing and terms remain the same. **BID WILL BE AWARDED ON AN ALL OR NONE BASIS.**					
			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 30, 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:
Lana Gauthier
Lana Gauthier

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:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
24332	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	(208560) TRUCK EQUIPMENT SALES INC

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	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	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
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	2.00 EACH	54623.00000	109246.00

Additional Description Notes

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	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 2

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	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
CCancelled	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: 9105fola
Approved	06/02/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	06/02/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	06/02/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	06/02/25	CLAUDE BUERGER IV	Auto approved by: 9105fola
Approved	06/02/25	ANNE FOLEY	
Approved	06/02/25	JOHN PAINE	Auto approved by: 9105fola

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 3

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	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
	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 #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

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

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 deliverd 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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
	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 _____					
				TOTAL		

Page 1 of 3

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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 Aabama, 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 — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 3					
	Provide literature and specifications on product bid.					
	Upon award the City will purchase the minimum quantities bid.					
	Quote delivered pricing FOB Mobile.					
	The City reserves the right to request a sample(s) prior to award of this bid.					
	All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**					
	If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
	Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
	Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).					
	Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.					
			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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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.

ITEM BASIS AWARD.

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.

Pick Up With Lift Gate
¾ 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 Mininum 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 30, 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:
Lana Gauthier
Lana Gauthier

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:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
28608	2025	(F7000) MOTOR POOL	ONE FORD F450 4X4 SUPERCREW PICKUP TRUCK WITH DUMP BODY FOR PUBLIC SERVICES MAINTENANCE (SEALED BID 5980)	$98,659.00	(208560) TRUCK EQUIPMENT SALES INC

Adopted:

_____

City Clerk

Bill To	Requisition 00028608-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	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	1.00 EACH	78971.00000	78971.00

Additional Description Notes

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	Requisition 00028608-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Released Page 2

Vendor	Ship To
TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/25	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	Requisition 00028608-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Released Page 3

Vendor	Ship To
TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/25	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	Requisition 00028608-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	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

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

***** 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	Requisition 00028608-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 5

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	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

John Paine

Purchasing Agent

City of Mobile

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

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 deliverd 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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
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.					
	TOTAL					

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

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 Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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.

Vendor shall provide ALL Service and Parts Manuals for these vehicles for use by the City of Mobile.

Pricing shall be good for the model year bid. At the option of the City of Mobile and the Successful Vendor, the award of this bid may be extended for two (2) additional model years.

Be sure to sign and return this page including the terms and conditions on the reverse of Page 1.

THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TO BE AWARDED ON A PER ITEM BASIS.

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.

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/urn 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 stmt 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 itch 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 30, 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:
Lana Gauthier
Lana Gauthier

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.

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
28317	2025	(F7000) MOTOR POOL	ASPHALT HOTBOX DIESEL DUMP TRAILER FOR PUBLIC SERVICES (SEALED BID 5979)	$63,500.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00028317-00 FY 2025
ACCOUNTS PAYABLE	PO 25014407
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	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 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" 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	Requisition 00028317-00 FY 2025
ACCOUNTS PAYABLE	PO 25014407
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	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	Requisition 00028317-00 FY 2025
ACCOUNTS PAYABLE	PO 25014407
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	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
	W/7" HANDLE X 1 3/8" DIA, BAK BRAK KIT; FREIGHT			
	AS REQUESTED BY 2086-PSM			
1	2000.80.00.0000.0000.0000.0000.0000.47010. 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

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

Account	Amount	Remaining Budget
E E0154 .CAPEQUIPMT. .	63500.00	15248.04

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	63500.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

Bill To	Requisition 00028317-00 FY 2025
ACCOUNTS PAYABLE	PO 25014407
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	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

***** 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

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

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 deliverd 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	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		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. 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 _____

Email Address _____

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

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 Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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.

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.

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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3					
	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.					
	TO BE AWARDED ALL OR NONE.					
				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.

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

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 30, 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:
Lana Gauthier
Lana Gauthier

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:

District 1 – Transfer $6,831 from discretionary project DSC-01, 10041020, to district 1 capital contingency, 20002000

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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

CAPITAL CONTRACT SUMMARY SHEET

N/A

AGENDA ITEM SUMMARY SHEET

Agenda of: September 30, 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:
Lana Gauthier
Lana Gauthier

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 Shira Lomax

MY COMMISSION EXPIRES: 6/28/2028

SHIRA LOMAX
My Commission Expires 6-28-2028
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

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

01- 2025

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor 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 30, 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:

Lana Gauthier
Lana Gauthier

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.

R E S O L U T I O N

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 competition 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 16th day of September, 2025.

(SEAL)

_____
Notary Public
My Commission Expires:

THOMAS CAMERON ALIDOR
MY COMMISSION EXPIRES
NOTARY PUBLIC
07-08-2029
ALABAMA STATE AT LARGE

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 INSUREDS:

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

ACORD

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	CONTACT NAME: Karen Murphy	
Petra RMS 2140 11th Ave South, Suite 400 Birmingham, AL 35205	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: karen.murphy@petrarms.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : STARR INDEMNITY & LIABILITY CO	
INSURED	INSURER B : Progressive Specialty Ins Co	32786
McCarron Services, LLC 574 Azalea Rd Ste 110 Mobile, AL 36609	INSURER C : American Longshore Mutual Association, Ltd.	
	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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR	Y	Y	MASILAT00041525	5/9/2025	5/9/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO	Y	Y	02117208	6/7/2025	6/7/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH)	N / A		ALMA01535-11	5/9/2025	5/9/2026	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)

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 wavier 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

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Karen Murphy

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AGENCY CUSTOMER ID: MCCASER-01 KAMURPHY

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Petra RMS	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 Liabilitiy 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.

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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
Experience/Performance history	20 pts
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

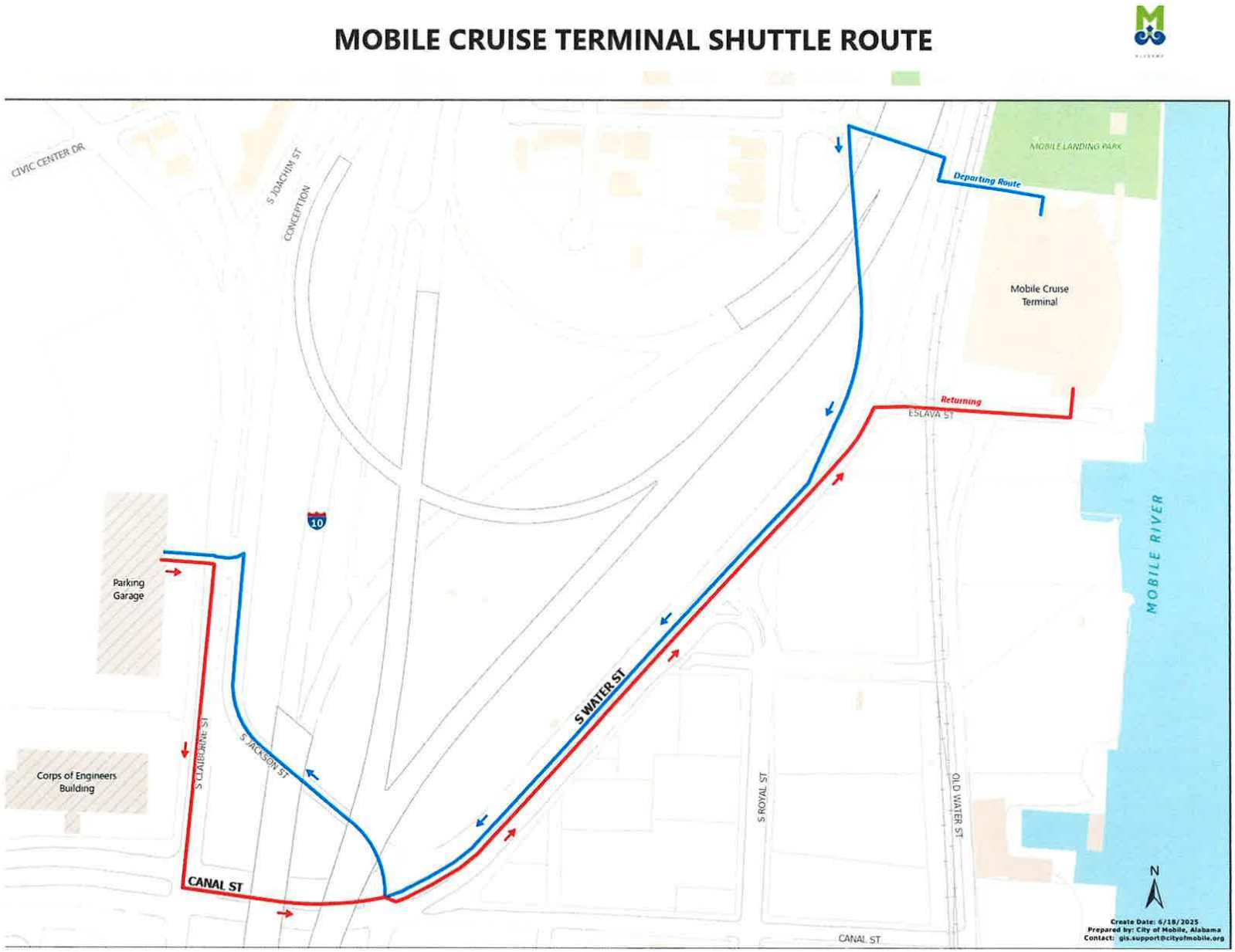


EXHIBIT B: Mobile Alabama Cruise Terminal Tentative Berth Schedule

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-_____-_____

SAMPLE

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

SAMPLE

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

SAMPLE

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**.

SAMPLE

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

SAMPLE

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 competition 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

SAMPLE

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

SAMPLE

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

SAMPLE

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:	**CONTRACTOR**:
City of Mobile	_____ [insert name]
c/o _____	c/o _____
As: City's Authorized Agent	As: Contractor's Authorized Agent
P.O Box _____	_____ [insert address]
Mobile, AL _____	_____

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,

SAMPLE

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

SAMPLE

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.

SAMPLE

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.

SAMPLE

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

SAMPLE

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.

SAMPLE

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.

SAMPLE

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 incurred. 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 INSUREDS

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:

<u>Pricing</u> (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

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

MCCARRON
SERVICES
2

MCCARRON
SERVICES
4

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 ELSEWHER

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 30, 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

Port City Transit LLC
114 5th Avenue, Floor 16
New York, NY 10011
www.ridewithvia.com

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
W J Stimpson	
Signature	Signature
Stimpson, Mayor	
Printed Name and Title	Printed Name and Title
9/19/25	
Date	Date

34-___ **2025**

AN ORDINANCE TO LEVY A LOCAL EXCISE TAX AND REQUIRE BUSINESS LICENSES FOR THE SALE OF CONSUMABLE VAPOR PRODUCTS IN THE CORPORATE LIMITS AND POLICE JURISDICTION OF THE CITY OF MOBILE

WHEREAS, pursuant to Title 11, Chapter 51, Article 2 of the Code of Alabama, 1975, municipalities are granted the authority to license and tax businesses operating within their jurisdiction; and

WHEREAS**,** Act 2025-377 requires municipalities to adopt a local excise tax on consumable vapor products prior to October 1, 2025 in order to preserve their local taxing authority; and

WHEREAS**,** the Act further establishes a statewide excise tax on consumable vapor products, effective October 1, 2026**;** and

WHEREAS**,** the City of Mobile desires to establish an excise tax on consumable vapor product wholesalers, in addition to its business license requirement based on gross receipts for wholesalers and retailers, and an additional license fee of $150 imposed annually for wholesalers and retailers, in accordance with current state law; and

WHEREAS, the additional license fee will support administrative oversight and compliance monitoring for consumable vapor product sales.

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

SECTION 1. Definitions.

The following terms, as used in this article, shall have the respective meanings as follows:

a. **"City"** shall mean the City of Mobile, an Alabama municipal corporation.

b. **"Person"** shall include every individual, partnership, limited liability company, association, limited liability partnership, or other form of organization engaged in any for-profit or not-for- profit activity.

c. **“Consumable Vapor Product”** shall mean any solution, liquid, substance, or combination of substances intended for use in a vapor product and that is depleted as the vapor product is used, consistent with the definitions in Act 2025-377 and §40-23-1, Code of Alabama 1975.

d. **"Vapor Product"** shall mean a device used to heat a consumable vapor product into an aerosol that can be ingested or inhaled, including, but not limited to, e-cigarettes, electronic cigarettes, vape pens, and similar devices.
e. **"Wholesaler"** shall mean any person or business entity who sells consumable vapor products to retailers and not to end-users.

f. **"Retailer"** shall mean any person or business entity who sells consumable vapor products to individual consumers or to the end-user, whether from a storefront or online, and regardless of location.

g. **"Gross Receipts"** shall mean the total revenue received from the sale of consumable vapor products from all sources and before deductions.

h. **"Milliliter (mL)"** shall mean one thousandth of a liter, which is typically the unit of measure used for the volume of consumable vapor products sold or distributed.

i. "**Business license"** shall mean an annual license based on gross receipts issued by the City for the privilege of doing business as a wholesaler or retailer of consumable vapor products.

j. **"Additional License Fee"** shall mean an annual registration fee of $150 imposed on wholesalers and retailers of consumable vapor products.

SECTION 2. Excise Tax Imposed.

Every person who sells consumable vapor products, whether as a retailer, wholesaler, or both, shall pay an excise tax to the City, which is hereby fixed and established as follows:

- Ten cents ($0.10) per milliliter (mL) of consumable vapor products sold or delivered by them within the corporate limits of the City; and

- Five cents ($0.05) per milliliter (mL) of consumable vapor products sold or delivered by them outside the corporate limits but within the City's police jurisdiction.

SECTION 3. Exemptions from subsequent Excise Tax.

The excise tax established in Section 2 of this Ordinance shall only be charged one time on each unit of a consumable vapor product, thus, if a Wholesaler or Retailer purchases consumable vapor products from a Wholesaler who has already paid the City the excise tax as outlined in Section 2 above, no additional excise tax on the re-sale of such consumable vapor products shall be owed. However, to qualify for this exemption, such person must submit a sworn statement in a form prescribed by the Revenue Supervisor or their designee by the 20th of each month, detailing:

- All purchases of consumable vapor products made by such person in the preceding calendar month (Wholesaler's name, address, date of purchase, description of products, quantity of products); and

- Proof of the payment of the excise tax for the consumable vapor products by the Wholesaler to the City.

SECTION 4. Monthly Statement of Sales Required.

Each Wholesaler or Retailer of consumable vapor products shall submit a sworn statement in a form prescribed by the Revenue Supervisor with payment to the Revenue Supervisor or their designee by the 20th day of each month, providing:

1. The quantity in milliliters (mL) of all consumable vapor products sold or delivered by them within the corporate limits of the City; and

2. The quantity in milliliters (mL) of all consumable vapor products sold or delivered by them outside the corporate limits but within the police jurisdiction of the City;

SECTION 5. Required Licenses.

Each person desiring to engage in the wholesale or retail sale of consumable vapor products in the City and/or in its police jurisdiction must first obtain a business license from the City under the provisions of its current Business License Ordinance, and any accompanying Resolution adopted thereto, as well as the additional license. The amount of excise tax provided for herein shall be additional to and cumulative of all amounts required to be paid for the aforementioned licenses. The licenses must be renewed annually and remain subject to all provisions of the City's general business licensing ordinance.

SECTION 6. Out-of-City Wholesalers or Retailers.

Wholesalers or Retailers without a physical business location in the City or in its police jurisdiction who sell or deliver consumable vapor products within the police jurisdiction or corporate limits of the City must first obtain an appropriate City of Mobile business license and must fully comply with the filing and tax remittance requirements of this ordinance.

SECTION 7. Payment Deadlines and Penalties.

The excise tax imposed by this ordinance is due on the 1st day of each month and must be paid no later than the 20th day of the same month. Failure to file and/or pay on time shall be considered a continuing offense, and each day shall constitute a separate offense. A 20% penalty shall be added to

any delinquent tax payment. These penalties are in addition to any other penalties or remedies available under state law.

SECTION 8. Duty to permit inspection and produce records.

Upon demand, it shall be the duty of all persons selling or distributing consumable vapor products in the corporate limits or police jurisdiction of the City to:

a. Permit the designee of the City to enter and to inspect all portions of their place or places of business, during reasonable business hours, that are directly related to the sale, storage, or distribution of consumable vapor products, for the purposes of enabling said municipal designee to gain such information as may be necessary or convenient for determining the proper license classification, determining the correct amount of the excise tax, and/or determining their compliance with City ordinances, codes, and regulations;

b. Furnish, during reasonable business hours and at the person's place or places of business, all books of account, invoices, papers, reports, memoranda, and related records pertaining to the purchase, storage, sale, or distribution of consumable vapor products, containing entries showing purchases, sales receipts, inventory, and other information from which the correct license classification and amount of excise tax may be determined. Such records may include, as necessary to verify compliance, bank deposit books, bank statements, and copies of sales tax returns to the State of Alabama. Only those portions of income tax returns or other records reasonably necessary to confirm vapor product revenues or deductions shall be subject to inspection. Refusal to provide required documents shall constitute a violation of this ordinance.

SECTION 9. Penalties for Violations.

Any person who violates any provision of this ordinance shall be subject to a fine of up to $500.00 per offense, with each day constituting a separate offense.

SECTION 10. Effective Date.

This ordinance shall become effective on October 1, 2025, following its adoption and lawful publication, in order to preserve the City's local taxing authority under Act 2025-377. Nothing in this ordinance shall be construed to limit the City's eligibility to receive distributions of state-collected excise tax revenue pursuant to Act 2025-377.

SECTION 11. Severability.

Each section, clause, sentence, and paragraph of this ordinance is severable. If any part is found unconstitutional, the remaining portions shall remain in effect.

SECTION 12. Repealer.

All ordinances or parts thereof in conflict with this ordinance are hereby repealed.

ADOPTED this _____day of _____, 2025.

ATTEST:

_____
CITY CLERK

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 813 Lakeside Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 27, 2025**, a public hearing will be held on the **30th** day of **September, 2025**, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 813 Lakeside Drive from B-3, Community Business Suburban District, and I-1, Light Industry District, to B-3 Community Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

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

LOT 2, REGAL INVESTMENTS SUBDIVISION, AS RECORDED IN MAP BOOK 117 PAGE 94, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA;

AND

LOT B, ADDITION TO REGAL INVESTMENTS SUBDIVISION, AS RECORDED IN MAP BOOK 134 PAGE 6, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 3rd day of September, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **813 Lakeside Drive.**

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

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

ORDINANCE **2025**

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

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

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

LOT 2, REGAL INVESTMENTS SUBDIVISION, AS RECORDED IN MAP BOOK 117 PAGE 94, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA,

AND

LOT B, ADDITION TO REGAL INVESTMENTS SUBDIVISION, AS RECORDED IN MAP BOOK 134 PAGE 6, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

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

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

Adopted:

Lisa Lambert, City Clerk

Alan B. Whitaker, III
Bushwood Subdivision
813 Lakeside Drive
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

August 21, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on June 12, 2025, considered the request of **Alan B. Whitaker, III** for a change in zoning from **B-3, Community Business Suburban District and I-1, Light Industry District**, to an **I-1, Light Industry District,** for the property located at **813 Lakeside Drive**.

After discussion it was decided to recommend approval of the rezoning request to the City Council to Rezone the site to **B-3**, with the following condition:

1. Full compliance with all municipal codes and ordinances.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 13, 2025

Alan B. Whitaker, III
146 Old Mill Road
Fairhope, Alabama 36532

Re: 813 Lakeside Drive
ZON-UDC-003354-2025
Bushwood Subdivision
Alan B. Whitaker, III
District 4
Rezoning from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-1).

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

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

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

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

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-3, Community Business Suburban District,** to the City Council, subject to the following condition(s):

1. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$281.20** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
May 21, 2025
PUBLIC HEARING NOTICE

Re: 813 Lakeside Drive
ZON-UDC-003354-2025
Bushwood Subdivision
Alan B. Whitaker, III
District 4
Rezoning from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-1).

Dear Applicant(s) / Owner(s):

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

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

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

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

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

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

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

05.21.2025

Memo

TO
City of Mobile

FROM
Broughton & Associates

CC
None

RE
25-007 Neighborhood Meeting Minutes

COMMENTS:

A neighborhood meeting was held on Tuesday May 20th, 2025 from 4:00pm to 5:30pm at St. Dominic Catholic Church located at 4156 Burma Road in Mobile. The meeting started promptly at 4:00pm. A site plan, sign-in sheet, and comment form were displayed at a table at the front of the meeting room.

Those in attendance from the project team included Jay Broughton (Engineer of Record), Allan Whitaker (Owner) and Clayton Barton (Owner).

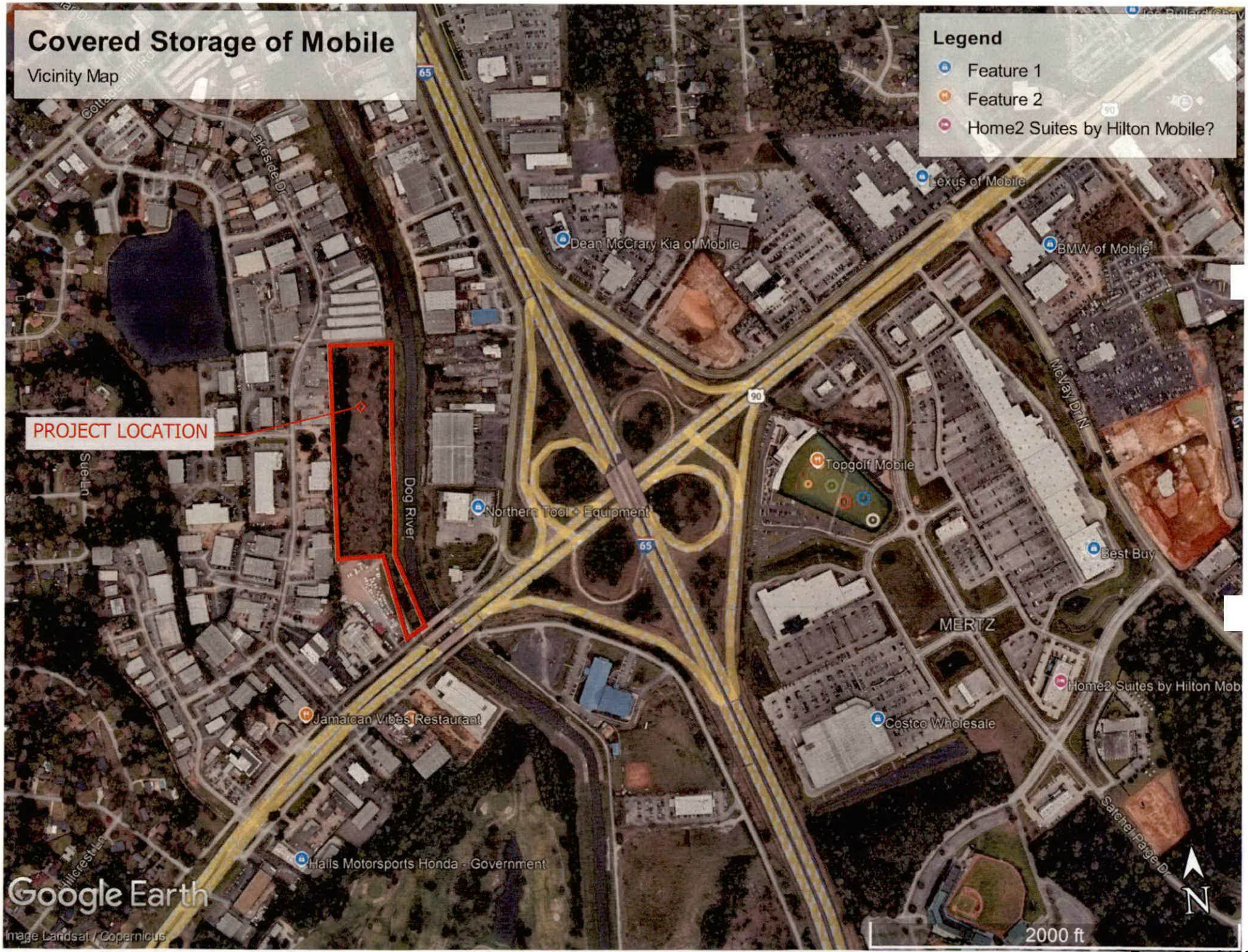
Only one adjacent property owner attended. He did not have any adverse comments or questions and his only reason for attending was he "was curious and didn't have anything else to do".

All project representatives stayed until the meeting concluded at 5:30pm.

BROUGHTON & ASSOCIATES LLC

Tel (251) 610-8966
www.broughtonllc.com

BROUGHTON & ASSOCIATES, LLC
ENGINEERING THE FUTURE


Covered Storage of Mobile
Vicinity Map
Legend
Feature 1
Feature 2
Home2 Suites by Hilton Mobile?
PROJECT LOCATION
Dog River
Lexus of Mobile
Dean McCrary Kia of Mobile
BMW of Mobile
McVay Dr N
Topgolf Mobile
Northern Tool + Equipment
Best Buy
MERTZ
Home2 Suites by Hilton Mob
Costco Wholesale
Jamaican Vibes Restaurant
Halls Motorsports Honda - Government
Satchel Paige Dr
Google Earth
Image Landsat / Copernicus
2000 ft
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City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 5/21/2025

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

_____

_____

Neighborhood Meeting Date: 5/20/2025

Neighborhood Meeting Time: 4:00 - 5:30PM

Neighborhood Meeting Location: ST. DOMINIC'S CATHOLIC CHURCH, 4156 BURMA RD, MOBILE, AL

_____

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

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

Applicant's Name: JAY BROUGHTON

(First Name & Last Name)

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

X JAY S BROUGHTON Digitally signed by JAY S BROUGHTON DN: C=US, E=JAY@BROUGHTONLLC.COM, O=BROUGHTON AND ASSOCIATES LLC, CN=JAY S BROUGHTON, Date: 2025.05.21 16:09:52 -05'00' Date: 5/21/2025

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

May 9, 2025 at 2:44:46 PM
825 Lakeside Dr
Mobile AL 36693
United States
NEIGHBORHOOD MEETING NOTICE
FOR PLANNING COMMISSION APPLICATION
REQUEST: REZONING - B-3 TO I-1
APPLICANT: B ROUGHTON AND ASSOCIATES, LLC
PHONE #: (251) 610-8966
MEETING DATE: TUESDAY MAY 20TH, 2025
MEETING TIME: 4:00PM - 5:30PM
MEETING LOCATION: ST. DOMINIC CATHOLIC CHURCH
4156 BURMA ROAD
MOBILE, AL 36693
BROUGHTON
&
ASSOCIATES, LLC
ENGINEERING THE FUTURE

BROUGHTON & ASSOCIATES, LLC
ENGINEERING THE FUTURE

NEIGHBORHOOD MEETING

DATE: MAY 20TH, 2025

TIME: 4:00PM - 5:30PM

LOCATION:
ST. DOMINIC CATHOLIC CHURCH
4156 BURMA RD
MOBILE, AL 36693

PROJECT LOCATION: DIRECTLY OPPOSITE JOY SPRINGS DRIVE ON THE EAST SIDE OF LAKESIDE DRIVE (PARCEL NO. 2807390004011003)

PROJECT APPLICATION: REZONING FROM B-3 TO I-1

APPLICANT'S SIGNATURE ATTESTING THE ACCURACY OF THIS SHEET:

SIGN: _____ DATE: 5/20/2025

PLEASE SIGN IN:

NAME: JAY BROUGHTON
ADDRESS: 114 SANDY SHOAL LP, FAIRHOPE AL 36532
EMAIL: JAY@BROUGHTONLLC.COM PHONE: (251) 610-8566

NAME: Alan B Whitaker III
ADDRESS: 146 Old Mill Rd., Fairhope AL 36532
EMAIL: albiewhitaker@gmail.com PHONE: 404-932-5367

NAME: Clay Barton
ADDRESS: 510 McAdams Ave., Daphne AL 36526
EMAIL: jclaybarton@gmail.com PHONE: 512-705-1936

BROUGHTON
&
ASSOCIATES, LLC
ENGINEERING THE FUTURE

COVERED STORAGE OF MOBILE
NEIGHBORHOOD MEETING

NAME: M. R. ATIA

ADDRESS: 3701 Cottonhill Rd M, AL 36609

EMAIL: bkuna156@gmail.com PHONE: 251-554-7600

NAME:

ADDRESS:

EMAIL: PHONE:

NAME:

ADDRESS:

EMAIL: PHONE:

NAME:

ADDRESS:

EMAIL: PHONE:

NAME:

ADDRESS:

EMAIL: PHONE:

NAME:

ADDRESS:

EMAIL: PHONE:

SECURCARE MOVEIT MCALLEN LLC C/O
MOVE IT MANAGEMENT
12655 N CENTRAL EXPY STE 925
DALLAS, TX 75243

SMITH BEVERLY A
855 LAKESIDE DR
MOBILE, AL 36693

SOUTHERN BUILDING
3520 GOVERNMENT BLVD
MOBILE, AL 36693

SOUTHERN EARTH SCIENCES INC
PO BOX 160745
MOBILE, AL 36616

LAKESIDE III LLC C/O BALL PROPERTIES INC
P O BOX 2288
SOUTH PORTLAND, ME 04116

NORTHROP PATRICIA R & PELINA INEZ HALL
PO BOX 1548
ANDALUSIA, AL 36420

DRUMMOND CAPITAL LLC
P O BOX 2862
MOBILE, AL 36652

ROTH AARON MICHAEL
15095 RIDGE RD
FAIRHOPE, AL 36532

DRW PARTNERSHIP, LLLP, A MINNESOTA
LLLP
ATTN: KARL GREIG
2800 SOUTHCROSS DR W
BURNSVILLE, MN 55306

GENUINE PARTS COMPANY
2999 WILDWOOD PKWY
ATLANTA, GA 30339

ATIGH MOHAMMAD K
219 ROCHESTER RD
MOBILE, AL 36608

SMITH BEVERLY A
855 LAKESIDE DR
MOBILE, AL 36693

GENUINE PARTS COMPANY A
2999 WILDWOOD PKWY
ATLANTA, GA 30339

FAIRMONT INC C/O VIVIAN G JOHNSTON III
PO BOX 8005
MOBILE, AL 36689

LAKESIDE III LLC C/O BALL PROPERTIES INC
P O BOX 2288
SOUTH PORTLAND, ME 04116

MAYA INVESTMENT LLC
9153 REDBERRY DR
MOBILE, AL 36695

TENN-TOM TERMINALS INC C/O THOMAS G
GREAVES
105 PINE FOREST DR
GREENVILLE, SC 29601

ROTH AARON MICHAEL
15095 RIDGE RD
FAIRHOPE, AL 36532

SOUTH ALLIES ALABAMA LLC
833 S EAST AVE
COLUMBUS, KS 66725

ROLLINS CONTINENTAL INC A C/O CORP TAX
DEPT
2170 PIEDMONT ROAD, NE
ATLANTA, GA 30324

ATIGH MOHAMMAD K
219 ROCHESTER RD
MOBILE, AL 36608

ALSTON LARRY R & SANDRA FAY
845 LAKESIDE DR
MOBILE, AL 36693

HUTH GEORGE A & RITA L
110 MARIKESH DR
DAPHNE, AL 36526

FAIRMONT INC C/O VIVIAN G JOHNSTON III
PO BOX 8005
MOBILE, AL 36689

TORI CIRCLES LLC
4833 AUDUBON DR
MOBILE, AL 36619

ALABAMA POWER CO
TREASURY/FINANCE
600 18TH STREET NORTH
BIRMINGHAM, AL 35291

TENN-TOM TERMINALS INC C/O THOMAS G
GREAVES
105 PINE FOREST DR
GREENVILLE, SC 29601

LAKESIDE RENTAL PROPERTIES LLC
725 BRANNAN DR E
MOBILE, AL 36693

TRINITY CHRISTIAN CENTER OF SANTA ANA
INC
2442 MICHELLE DR
TUSTIN, CA 92780

ROLLINS CONTINENTAL INC A C/O CORP TAX
DEPT
2170 PIEDMONT ROAD, NE
ATLANTA, GA 30324

BERWYN 163 LLC
PO BOX 8389
MOBILE, AL 36689

DOWNTOWN INVESTMENT
PO BOX 8389
MOBILE, AL 36689

DOWNTOWN INVESTMENT
PO BOX 8389
MOBILE, AL 36689

TRINITY CHRISTIAN CENTER OF SANTA ANA INC
2442 MICHELLE DR
TUSTIN, CA 92780

TRINITY CHRISTIAN CENTER OF SANTA ANA INC
2442 MICHELLE DR
TUSTIN, CA 92780

ALABAMA POWER CO
TREASURY/FINANCE
600 18TH STREET NORTH
BIRMINGHAM, AL 35291

JOY SPRINGS PROPERTY GROUP LLC
3730 JOY SPRINGS DR
MOBILE, AL 36693

SOUTHERN BUILDING
3520 GOVERNMENT BLVD
MOBILE, AL 36693

JOY SPRINGS PROPERTY GROUP LLC
3730 JOY SPRINGS DR
MOBILE, AL 36693

HUTH GEORGE A & RITA L
110 MARIKESH DR
DAPHNE, AL 36526

BROUGHTON
&
ASSOCIATES, LLC
ENGINEERING THE FUTURE

www.broughtonllc.com
314 Magnolia Avenue, Suite 115
Fairhope, Alabama 36532
251.610.8966

MAY 10, 2025

To: City of Mobile Planning and Zoning Department
205 Government Street
Mobile, AL 36602

From: Broughton and Associates, LLC
314 Magnolia Ave, Suite 115
Fairhope, AL 36532

RE: Description and Justification: Rezoning Parcel R022807390004011.003 from B3 to I1

To whom it may concern,
In the following letter, we would like to discuss the proposed rezoning application for the property located on the east side of Lakeside Drive, immediately adjacent to Joy Springs Rd. The property is also approximately 900' north of Lakeside Ct and further identified as parcel number R022807390004011.003.

Description: The application being submitted is to rezone this parcel from B-3 to I-1. The site is approximately 5.27 acres and lies just west of Drainage Canal #1. Immediately south of this parcel, is a 2.88-acre parcel that is zoned I-1. The neighborhood meeting is scheduled for May 20th at St. Dominic Catholic Church from 4:00 to 5:30. The notification letters were sent by certified mail to the 28 adjacent property owners on May 6th, 2025. The neighborhood meeting sign was placed on-site on May 9th, 2025.

Justification: The buyer of this parcel is also purchasing the parcel immediately to the south (parcel number R022807390004011.000). We are requesting this rezoning application so that the two parcels will be in the same zoning district. If this rezoning application is approved, we will submit a minor subdivision plat to combine the two parcels to accommodate a covered storage facility.

Future Land Use and Development Trends: The Future Land Use Map identifies this parcel as being in the Mixed Commercial Corridor. Covered storage is allowed by right in the I-1 zoning district. The proposed project is in keeping with the current development trends of this area. Warehousing, service and repair, manufacturing, and distribution are all land uses within the immediate vicinity of this parcel. The proposed project is in keeping with current development trends and will provide a benefit to the people of Mobile.

We sincerely appreciate your time and consideration. If you have any questions, please feel free to give me a call on my cell phone.

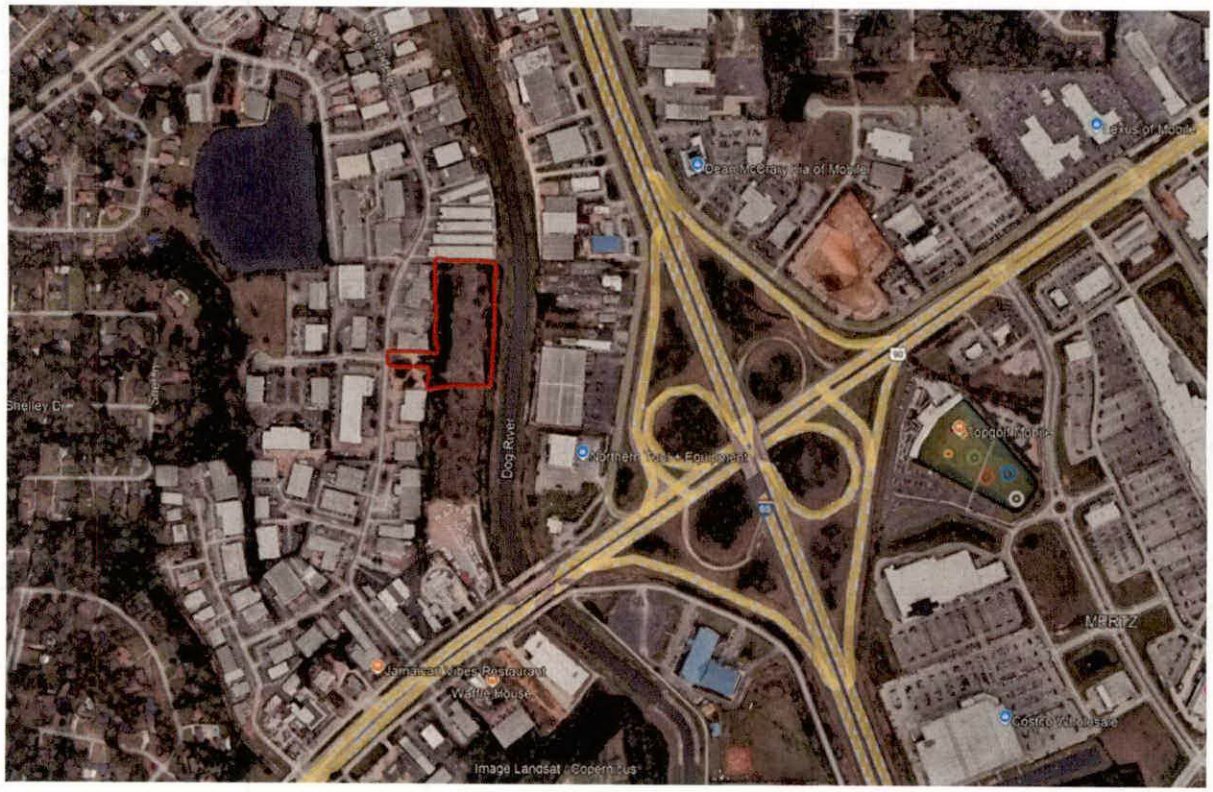
Sincerely,

Jay Broughton, P.E.
BROUGHTON
&
ASSOCIATES, LLC
ENGINEERING THE FUTURE
Cell: (251) 610-8966

B&A
BROUGHTON
ENGINEERING

Email: jay@broughtonllc.com
314 Magnolia Ave, Suite 115
Fairhope, AL 36532

Project Vicinity Map



City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project COVERED STORAGE OF MOBILE

Address TO BE DETERMINED

Owner SOUTHERN EARTH SCIENCES INC

Address PO BOX 160745, MOBILE, AL 36616 Zip Code 36616

Phone (251) 344-7711 Fax _____ Email _____

Authorized Agent ALLAN B. WHITAKER

Address 146 OLD MILL RD, FAIRHOPE, AL 36532 Zip Code 36532

Phone (404) 932-5367 Fax _____ Email ALBIEWHITAKER@GMAIL.COM

Contractor TO BE DETERMINED

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer BROUGHTON AND ASSOCIATES - JAY BROUGHTON

Address 314 MAGNOLIA AVE, SUITE 115, FAIRHOPE, AL 36532 Zip Code 36532

Phone (251) 610-8966 Fax _____ Email JAY@BROUGHTONLLC.COM

Architect TO BE DETERMINED

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

JAY S BROUGHTON Digitally signed by JAY S BROUGHTON DN: C=US, E=JAY@BROUGHTONLLC.COM, O=BROUGHTON AND ASSOCIATES LLC, CN=JAY S BROUGHTON Date: 2025.05.04 10:07:07-05'00' JAY BROUGHTON, P.E.

Signature Print

5/4/2025 CIVIL ENGINEER

Date Affiliation to project/Organization

SECURCARE MOVEIT MCALLEN LLC C/O
MOVE IT MANAGEMENT
12655 N CENTRAL EXPY STE 925
DALLAS, TX 75243

SMITH BEVERLY A
855 LAKESIDE DR
MOBILE, AL 36693

SOUTHERN BUILDING
3520 GOVERNMENT BLVD
MOBILE, AL 36693

SOUTHERN EARTH SCIENCES INC
PO BOX 160745
MOBILE, AL 36616

LAKESIDE III LLC C/O BALL PROPERTIES INC
P O BOX 2288
SOUTH PORTLAND, ME 04116

NORTHROP PATRICIA R & PELINA INEZ HALL
PO BOX 1548
ANDALUSIA, AL 36420

DRUMMOND CAPITAL LLC
P O BOX 2862
MOBILE, AL 36652

ROTH AARON MICHAEL
15095 RIDGE RD
FAIRHOPE, AL 36532

DRW PARTNERSHIP, LLLP, A MINNESOTA
LLLP
ATTN: KARL GREIG
2800 SOUTHCROSS DR W
BURNSVILLE, MN 55306

GENUINE PARTS COMPANY
2999 WILDWOOD PKWY
ATLANTA, GA 30339

ATIGH MOHAMMAD K
219 ROCHESTER RD
MOBILE, AL 36608

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ATLANTA, GA 30339

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PO BOX 8005
MOBILE, AL 36689

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SOUTH PORTLAND, ME 04116

MAYA INVESTMENT LLC
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MOBILE, AL 36695

TENN-TOM TERMINALS INC C/O THOMAS G
GREAVES
105 PINE FOREST DR
GREENVILLE, SC 29601

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15095 RIDGE RD
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833 S EAST AVE
COLUMBUS, KS 66725

ROLLINS CONTINENTAL INC A C/O CORP TAX
DEPT
2170 PIEDMONT ROAD, NE
ATLANTA, GA 30324

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MOBILE, AL 36619

ALABAMA POWER CO
TREASURY/FINANCE
600 18TH STREET NORTH
BIRMINGHAM, AL 35291

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MOBILE, AL 36693

TRINITY CHRISTIAN CENTER OF SANTA ANA
INC
2442 MICHELLE DR
TUSTIN, CA 92780

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DOWNTOWN INVESTMENT
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BROUGHTON
&
ASSOCIATES, LLC
ENGINEERING THE FUTURE

www.broughtonllc.com
314 Magnolia Avenue, Suite 115
Fairhope, Alabama 36532
251.610.8966

MAY 4, 2025

Dear Property Owner(s),

The purpose of this letter is to inform you of, and invite you to attend, a Neighborhood meeting to discuss the following application that Broughton and Associates LLC will be submitting to the City of Mobile Planning Commission:

> Zoning Change to rezone Parcel Number 2807390004011003 from B-3 Community Business District to I-1 Light Industrial District (see aerial below for vicinity map)

The site can more specifically be identified as being directly opposite Joy Springs Drive on the east side of Lakeside Drive. This rezoning application is intended to serve an 8-acre self-storage facility with approximately 271 covered storage units. Please see below for an aerial of the site.

You are receiving this notice because your property is located within 300' of the subject parcel, in compliance with the notification requirements of Article 5 of the City's Unified Development Code (UDC). You and/or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views, questions, or concerns. We will gladly receive your questions and comments at the meeting, or you can call or email Jay Broughton at (251) 610-8966 (jay@broughtonllc.com).

Location:
St. Dominic Catholic Church
4156 Burma Rd
Mobile, AL 36693

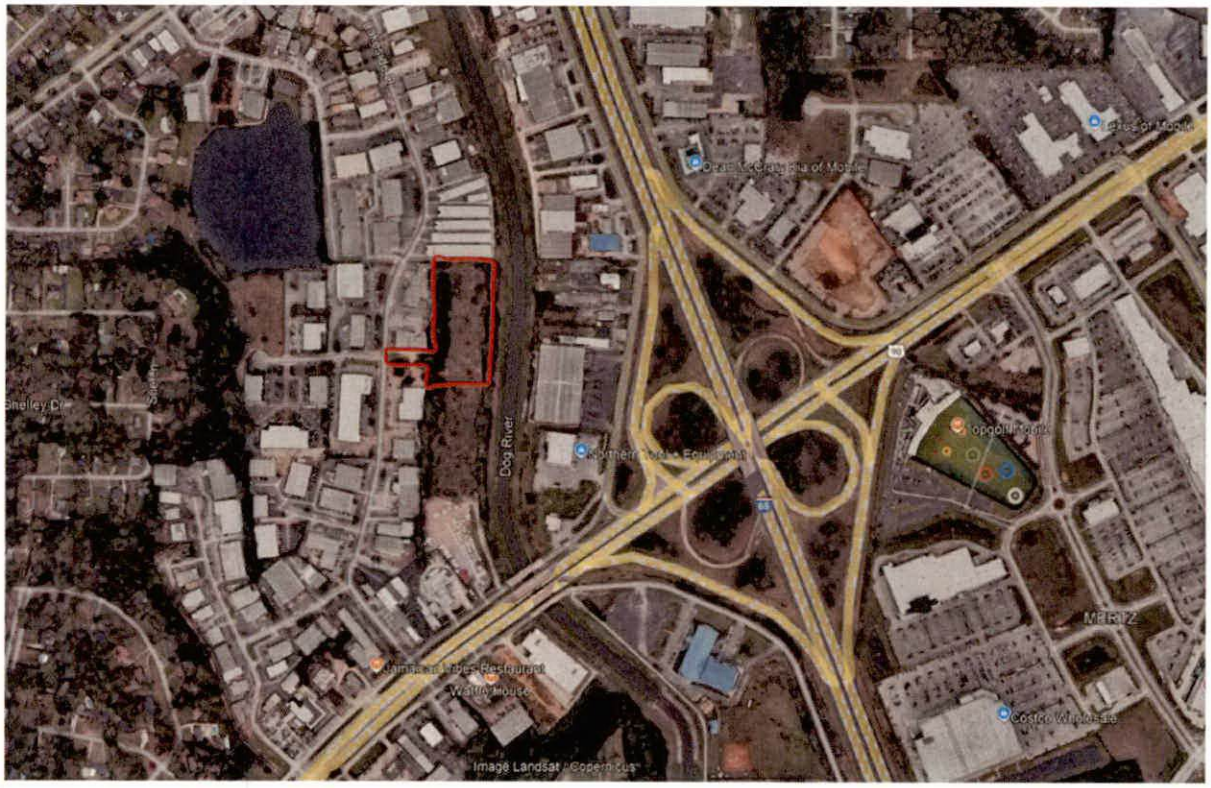
When:
Tuesday May 20th, 2025
4:00 pm to 5:30 pm

Thank you in advance and we look forward to seeing you at the meeting.

Sincerely,

Jay Broughton, P.E.
BROUGHTON
&
ASSOCIATES, LLC
ENGINEERING THE FUTURE
CELL: (251) 610-8966
EMAIL: JAY@BROUGHTONLLC.COM
WWW.BROUGHTONLLC.COM
314 MAGNOLIA AVENUE, SUITE 115
FAIRHOPE, ALABAMA 36532

Project Vicinity Map



City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A

■ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B

☐ **Planned Development** Checklist C

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

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

---

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

	Applicant	Agent (If Applicable)
Name:	ALAN B. WHITAKER, III	
Firm:		
Phone:	(404) 932-5367	
Email:	albiewhitaker@gmail.com	
Address:	146 OLD MILL ROAD, FAIRHOPE, AL 36532	

	Owner	Design Professional
Name:		JAY BROUGHTON
Firm:	SOUTHERN EARTH SCIENCES INC	BROUGHTON & ASSOCIATES, LLC
Phone:	(251) 344-7711	(251) 610-8966
Email:		JAY@BROUGHTONLLC.COM
Address:	PO BOX 160745, MOBILE, AL 36616	314 MAGNOLIA AVE, SUITE 115, FAIRHOPE, AL 36532

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

LAKESIDE DR MOBILE, AL 36693 — Property Address

5.27 AC — Property Area (acres or square feet)

R022807390004011.003 — Parcel Number(s) or Key Number(s)

B-3 — Present Zoning or Transect District

I-1 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

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

Owner Signature — Date: 5-5-25

Applicant or Agent Signature (if applicable) — Date: 5-5-25

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

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

Applicant or Agent Signature — Date: 5-5-25

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the Use Table in Section 64-2-24 of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Daycare, Child (Home Based 7-12 Children)
☐ Community Residences	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank
☐ Bar/Lounge	

Have you provided the required information for the selected uses above? ☐ Yes ☐ No

---

The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

☐ Planning Commission Application
☐ Documentation of compliance with Approval Criteria
☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
☐ Site Plan
☐ Neighborhood Meeting Documentation

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

2. Is the application compliant with Development Standards of Article 3? ☐ Yes ☐ No
   If no, what are the deficiencies?

   _____

   _____

   _____

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.

   _____

   _____

   _____

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

5. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
   - ☐ Other conditions that are unique to the use of the property:

6. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

7. Describe how the proposal is designed to minimize the impact on storm water facilities.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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

10. For Above-Ground Oil Storage Tanks, please include all information required by Section 64-4-7. For Hazardous Substance Storage Tanks, please include all information required by Section 64-4-8.

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
   How many nonresident employees are proposed for the business?

   _____

   _____

2. How many guest rooms will be provided?

   _____

   _____

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

   _____

   _____

4. What is the maximum stay for guests?

   _____

   _____

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

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

☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.

☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)

☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.

☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ☐ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

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

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

SUPPLEMENTAL DOCUMENTATION
Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

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

☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.

☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.

☐ The following minimum amount of off-street parking must be provided:

- ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
- ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
- ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.

☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

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

SITE PLAN

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

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

THE PROPOSED PROJECT ALIGNS WITH THE MAP FOR MOBILE BECAUSE IT PROVIDES MUCH NEEDED STORAGE FOR PROFESSIONAL AND RECREATIONAL USERS. THE FLUM IDENTIFIES THIS PARCEL AS A MIXED COMMERCIAL CORRIDOR. THIS REZONING IS IN KEEPING WITH SIMILAR DEVELOPMENT TRENDS AND IS IN LIKE KIND TO ADJACENT LAND USES.

MIXED COMMERCIAL CORRIDOR
Future Land Use Map (FLUM) Designation

I-1
Requested Zoning

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

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

THE PROPOSAL PROVIDES MUCH NEEDED COVERED STORAGE FOR BUSINESSES AND INDIVIDUALS. HAVING A CONFENIENT AND SECURE STORAGE AREA WILL ENCOURAGE RESIDENTS TO ENJOY LOCAL NATURAL RESOURCES.

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

SOUTH ALABAMA, AND THE CITY OF MOBILE, IS EXPERIENCING SIGNIFICANT GROWTH IN POPOULATION. AS MORE AND MORE PEOPLE AND BUSINESSES RELOCATE TO THE CITY, THE DEMAND FOR COVERED AND SELF-STORAGE FACILITIES IS INCREASING. THIS PROJECT WILL BE AN ASSET TO NEARBY RESIDENTS AS WELL AS MOBILE BUSINESSES WITH A NEED FOR COVERED STORAGE.

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

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

CURRENT DEVELOPMENT TRENDS IN THE AREA OF THIS PROPERTY IS BUSINESS AND LIGHT INDUSTRIAL. A COVERED STORAGE FACILITY WOULD BE A NATURAL FIT TO THE DEVELOPMENT TRENDS AND NEEDS OF THE AREA.

2. Describe the surrounding land uses.

SURROUNDING LAND USES INCLUDE MANY THAT ARE ALLOWED BY RIGHT IN B-3 COMMUNITY BUSINESS AND I-1 LIGHT INDUSTRIAL. CPC OFFICE TECHNOLOGIES, KELLER SMITH SUPPLY COMPANY, CALIBER COLLISION, HCR, AND SEVERAL OTHER SERVICE, REPAIR, AND WAREHOUSING BUSINESS ARE IMMEDIATELY ADJACENT TO THE PROPOSED SITE.

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

THERE ARE NO POTENTIAL ADVERSE IMPACTS TO THE NEIGHBORING PROPERTIES AS A RESULT OF THIS DEVELOPMENT. ALL STORMWATER, EVIRONMENTAL, TRAFFIC, AND AESTHETICS WILL BE MITIGATED BY SOUND ENGINEERING PRACTICES AND A COMMITMENT TO BEING GOOD STUWARDS OF THE COMMUNITY.

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

THERE IS ADEQUATE INFRASTRUCTURE IN PLACE TO ACCOMODATE THE PROPOSED REQUEST.

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

NEW SUBIDIVION DEVELOPMENTS ARE ON A RAPID RISE. MANY HOME OWNERS ASSOCIATIONS DO NOT ALLOW BOAT, TRAILER, AND/OR RV PARKING. THIS PROPOSAL IS A BENEFIT BECAUSE IT PROVIDES PEOPLE A CONVENIENT, SAFE PLACE TO STORE THEIR RECREATIONAL VEHICLES.

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

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

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

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____
   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

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

     _____

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

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

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

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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

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

SITE PLAN AND BUILDING INFORMATION

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

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

☐ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

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

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

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

     _____

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

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

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

     _____

     _____

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   THE NEIGHBORHOOD MEETING IS SCHEDULED FOR TUESDAY MAY 20TH AT ST. DOMINIC CATHOLIC CHURCH (4156 BURMA RD).
   ALL REQURIED DOCUMENTS WILL BE PROVIDED AFTER THE NEIGHBORHOOD MEETING.

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

Agenda Item # 7

SUB-003321-2025 & ZON-UDC-003354-2025

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
813 Lakeside Drive

Subdivision Name:
Bushwood Subdivision

Applicant / Agent:
Alan B. Whitaker, III

Property Owners:
Southern Earth Sciences, Inc.

Current Zoning:
B-3, Community Business Suburban District &
I-1, Light Industry District

Proposed Zoning:
I-1, Light Industry District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from B-3 & I-1 to I-1.
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with eight (8) conditions; and
2. Rezoning with one (1) condition.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by commercial units.

APPLICATION NUMBER 7 DATE June 12, 2025

APPLICANT Bushwood Subdivision

REQUEST Subdivision, Rezoning from B-3 and I-1 to I-1

N

NTS

SITE HISTORY

The site was originally part of the Harris Business Park Subdivision, a two-lot subdivision approved by the Planning Commission in March 1995. The plat was recorded in the Mobile County Probate Court that same month.

In August 1998, the Planning Commission approved the *Harris Business Park Subdivision, Resubdivision of Lot 2, Phase One*, dividing Lot 2 into 10 lots. However, when the plat was recorded in September 1998, only two (2) lots were included, with the remaining area labeled as "Future Development."

In October 2006, the Planning Commission approved the *Wade Business Park Subdivision*, which re-subdivided Lot 2 of the former Harris Business Park Subdivision into four (4) lots. A concurrent Planned Unit Development (PUD) was also approved to allow gated, private street access for a commercial subdivision. However, the associated plat was never recorded, and both the subdivision and PUD approvals expired.

In May 2007, the *Regal Investments Subdivision* was approved, again re-subdividing Lot 2 of the former Harris Business Park Subdivision into two (2) lots. A concurrent PUD was approved for multiple buildings on the newly created Lot 1, and the Planning Commission also approved rezoning from B-3, Community Business District, to I-1, Light Industry District. The rezoning was adopted by the City Council on July 24, 2007, and the subdivision plat was recorded in March 2008. However, the PUD was never developed and that approval lapsed.

In May 2008, another PUD was approved for Lot 1 of the Regal Investments Subdivision to allow multiple buildings on a single site. A concurrent Sidewalk Waiver was granted, exempting sidewalk construction along Government Boulevard.

At its June 2008 meeting, the Board of Zoning Adjustment approved a Surfacing Variance to allow aggregate vehicle maneuvering areas on Lot 1, consistent with the May 2008 PUD. Although an extension was granted in April 2009, the site was never developed, and both the PUD and variance approvals expired.

In February 2009, the Planning Commission granted Planning Approval for the development of Lot 2 with 50,000 square feet of warehousing, along with a concurrent PUD allowing five buildings on a single site. While the PUD expired due to lack of development, Planning Approvals do not expire, and that approval remains in effect.

In December 2015, the *Addition to Regal Investments Subdivision* was approved, subdividing a portion of Lot 1 and combining it with Lot 1 of the *Harris Business Park Subdivision, Resubdivision of Lot 2, Phase One*. This action also included rezoning from B-3 and I-1, to B-3, to eliminate split-zoning. The remaining portion, labeled "Lot B," retained its I-1 zoning designation.

The plat was recorded in June 2016, and the rezoning was adopted by the City Council on April 26, 2015.

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.

B. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
C. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
D. Show and label all flood zones. New maps went into effect on June 5, 2020. It appears that the AE flood zone is also located within LOT 1.
E. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 32.5'.
F. Show and label the BFE (Base Flood Elevation) on each lot that contains a V or VE flood zone designation.
G. Revise NOTE 7 to read "As shown on the 1984 aerial photo LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE."
H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Fire code compliance in regard to fire ground operations will be required to be adhered to through permitting prior to structures being placed on the property.

Planning Comments:

Subdivision

The purpose of this application is to consolidate two (2) legal lots of record into one (1) legal lot of record. The site is served by public water and sanitary sewer.

The property has frontage along Government Boulevard, a Principal Arterial Street maintained by the Alabama Department of Transportation (ALDOT), which requires a 250-foot-wide right-of-way; and along Lakeside Drive, a minor street with curb and gutter requiring a 50-foot-wide right-of-way. The preliminary plat shows that both street frontages meet the required right-of-way widths; therefore, no additional dedication is necessary.

The proposed lot is irregular in shape and may be classified as a "flag lot," with two (2) narrow "poles" providing frontage onto Government Boulevard and Lakeside Drive. While Section 6.C.9. of the Subdivision Regulations generally discourages flag lots, such designs are permissible in areas where irregular lot configurations are

common and consistent with surrounding development. Although there are few, if any, flag-shaped lots in the immediate vicinity, the Planning Commission's prior approvals of similar flag-lot subdivisions on this property support the justification for a waiver of Section 6.C.9.

The proposed lot exceeds the minimum area requirements for lots served by public water and sanitary sewer within both the B-3 Suburban and I-1 zoning districts. This information is properly labeled in square feet and acres on the preliminary plat. If approved, the same information should be retained on the Final Plat or presented in a table with equivalent detail.

The lot also exceeds the 3.5:1 maximum width-to-depth ratio specified in Section 6.C.3. of the Subdivision Regulations along both street frontages due to its flag-shaped configuration. However, since similar designs were approved in previous subdivisions of the property, a waiver of Section 6.C.3. is considered appropriate.

A 25-foot front yard setback is depicted along both street frontages where the lot width is at least 60 feet. This meets the requirements of Section 5.C.2.(i) of the Subdivision Regulations, as well as Article 2, Sections 64-2-14.E. and 64-2-21.E. of the Unified Development Code (UDC), applicable to B-3 and I-1 zoning districts. If approved, these setback details should be retained on the Final Plat.

Approval of this subdivision will result in a split-zoned lot (B-3 and I-1). Therefore, subdivision approval is contingent upon approval of the associated rezoning request.

Rezoning

As previously noted, approval of the subdivision request would result in the creation of a split-zoned lot, with portions zoned B-3 (Community Business, Suburban) and I-1 (Light Industry). The applicant's justification for the associated rezoning request can be accessed via the link provided on Page 1 of this report. In this case, the subdivision may necessitate and justify a reclassification of zoning to eliminate the resulting split zoning. If the subdivision is approved, the rezoning process should be completed prior to signing the Final Plat.

The subject site is surrounded by properties zoned B-3 Suburban. The surrounding area includes a variety of land uses such as tire sales, convenience stores, automobile sales and repair businesses, an emergency services provider, professional offices, and several warehousing and distribution operations.

Although no site plan was submitted with the rezoning application, the applicant's narrative states that the proposed use of the site is a covered self-storage facility. This type of use is permitted by right in the B-3 Suburban District. However, outdoor storage only (no buildings) would require a minimum zoning designation of Commercial Warehouse (CW).

While a site plan is not required for consideration of the rezoning request, any future development of the site must comply fully with the applicable provisions of Article 3 of the Unified Development Code (UDC).

Historically, rezoning to I-1 in this area has been granted to accommodate industrial Planned Unit Developments. Given that the proposed development is not industrial in nature, rezoning to I-1 may not be appropriate in this instance. However, one of the conditions under which rezoning may be justified—according to the Unified Development Code—is the presence of a manifest error in the current zoning. The proposed subdivision would create a split-zoned lot, which could be viewed as such an error, thereby supporting the need for rezoning.

Nonetheless, the portion of the site currently zoned I-1 has never been developed and as mentioned, is surrounded by B-3 Suburban properties. Therefore, rezoning the I-1 portion to B-3 Suburban, rather than rezoning

the B-3 Suburban portion to I-1, may be more consistent with the character of the surrounding area and more appropriate to eliminate the split zoning.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request, waivers of Sections 6.C.3 (width-to-depth ratio) and 6.C.9. (lot design) will be required and the following conditions could apply:

1. Retention of the right-of-way widths of Government Boulevard (250 feet) and Lakeside Drive (50 feet) on the Final Plat;
2. Retention of the lot size label in both square feet and acres on the Final Plat, or the provision of a table on the Final Plat providing the same information;
3. Retention of the 25-foot front yard setback along each street frontage where the lot is at least 60 feet in width;
4. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;
5. Compliance with all Engineering comments noted in this staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report; and,
8. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;

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

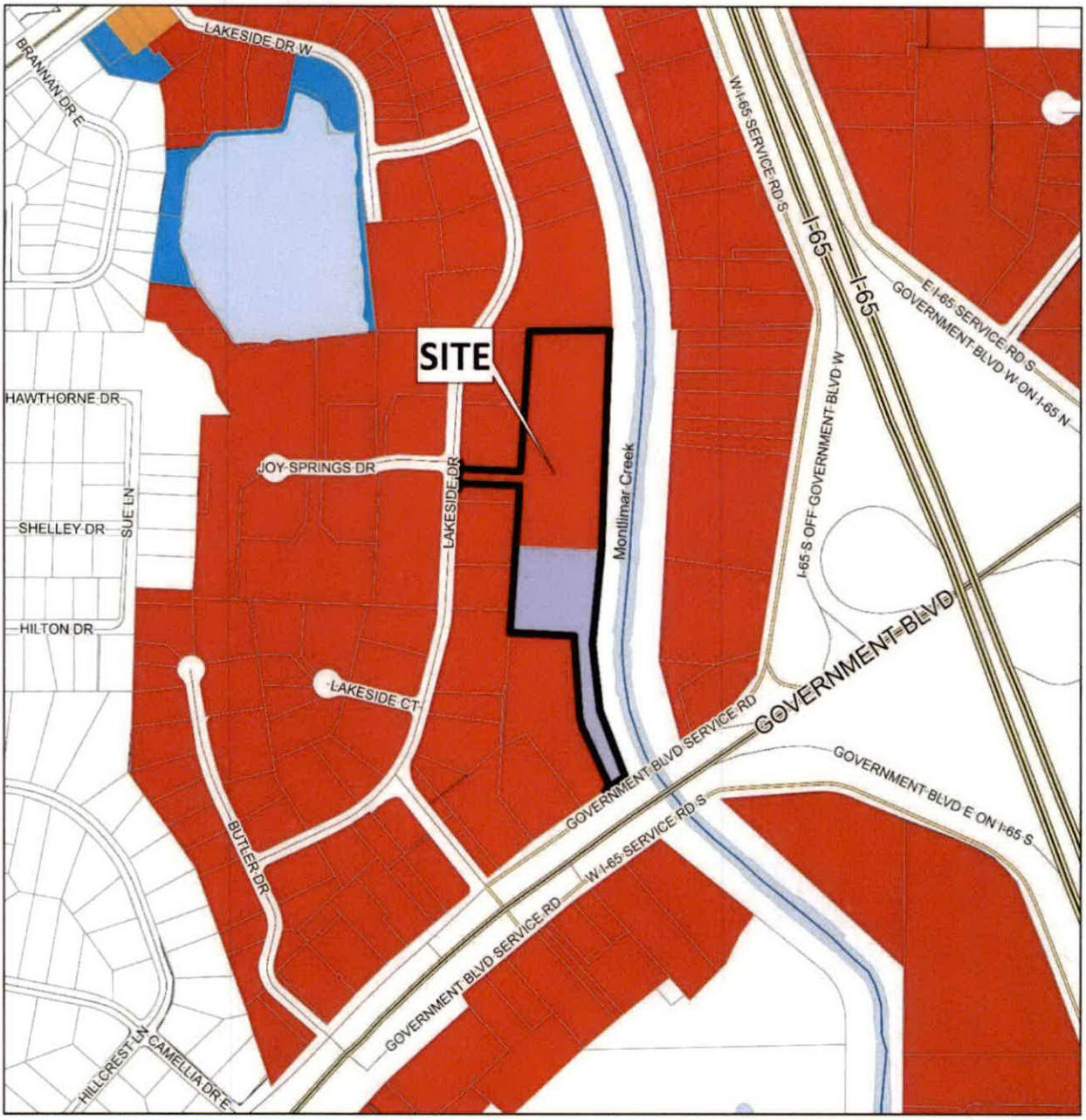
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE June 12, 2025

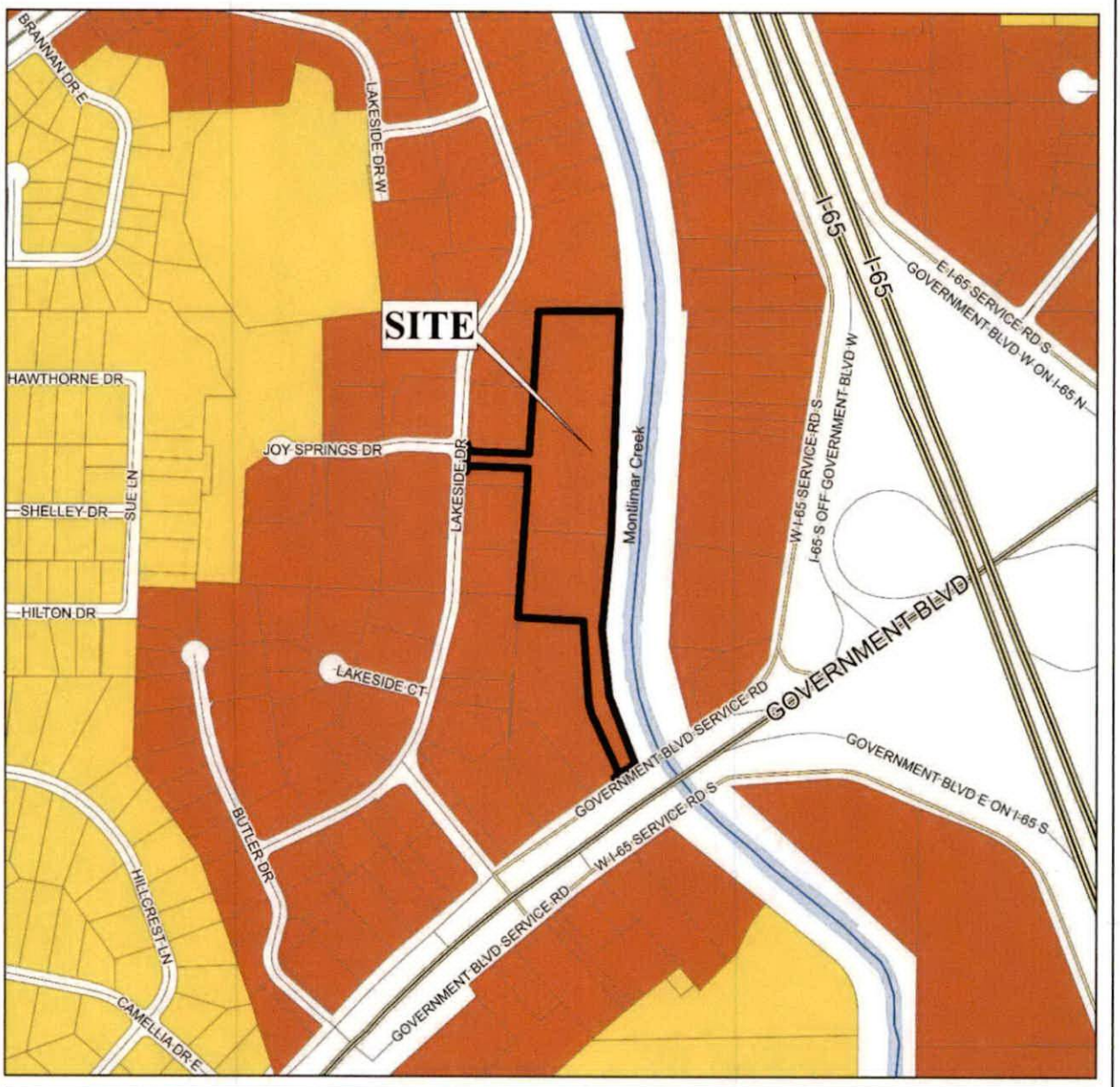
APPLICANT Bushwood Subdivision

REQUEST Subdivision, Rezoning from B-3 and I-1 to I-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE June 12, 2025

APPLICANT Bushwood Subdivision

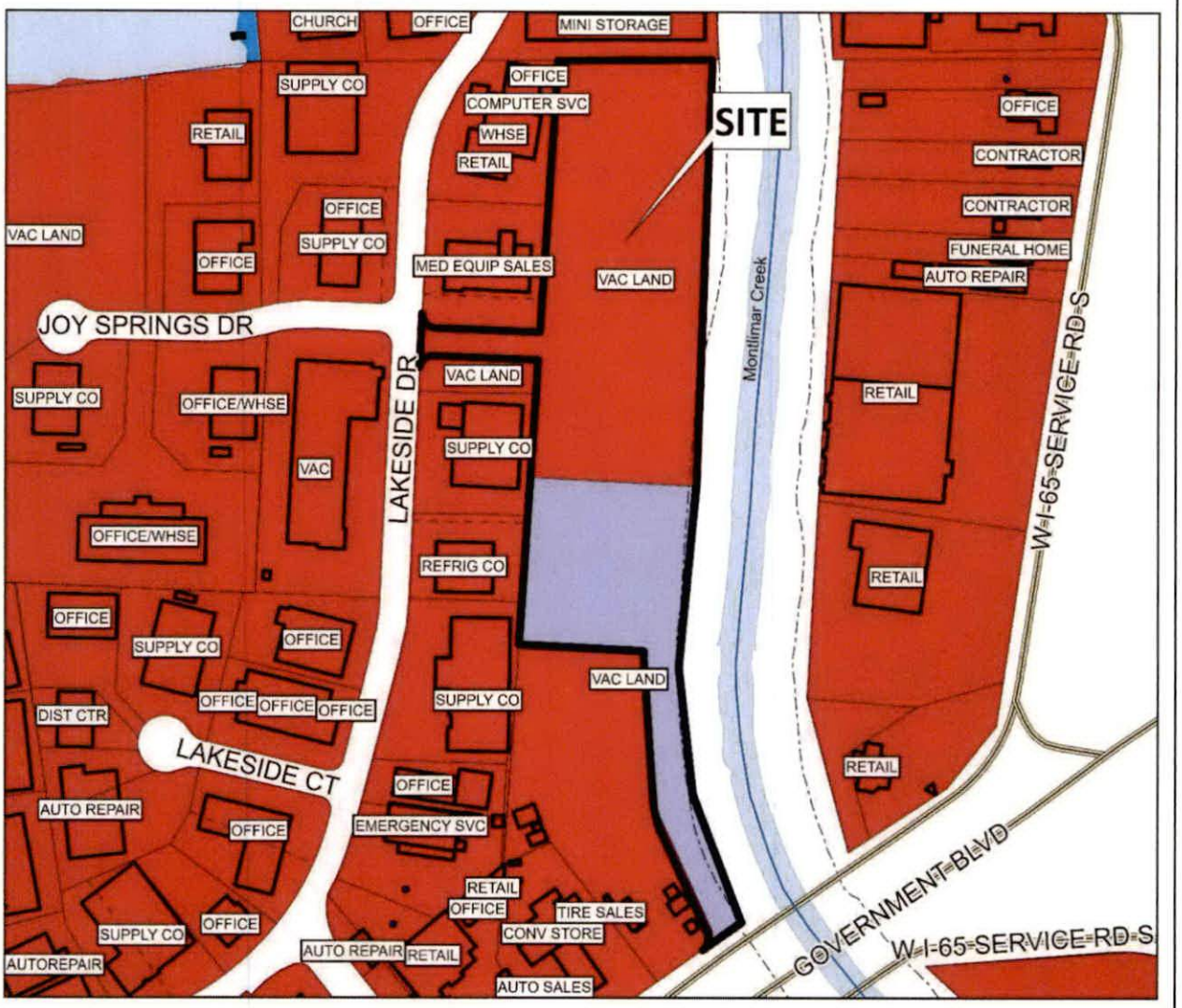
REQUEST Subdivision, Rezoning from B-3 and I-1 to I-1

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 7 DATE June 12, 2025

APPLICANT Bushwood Subdivision

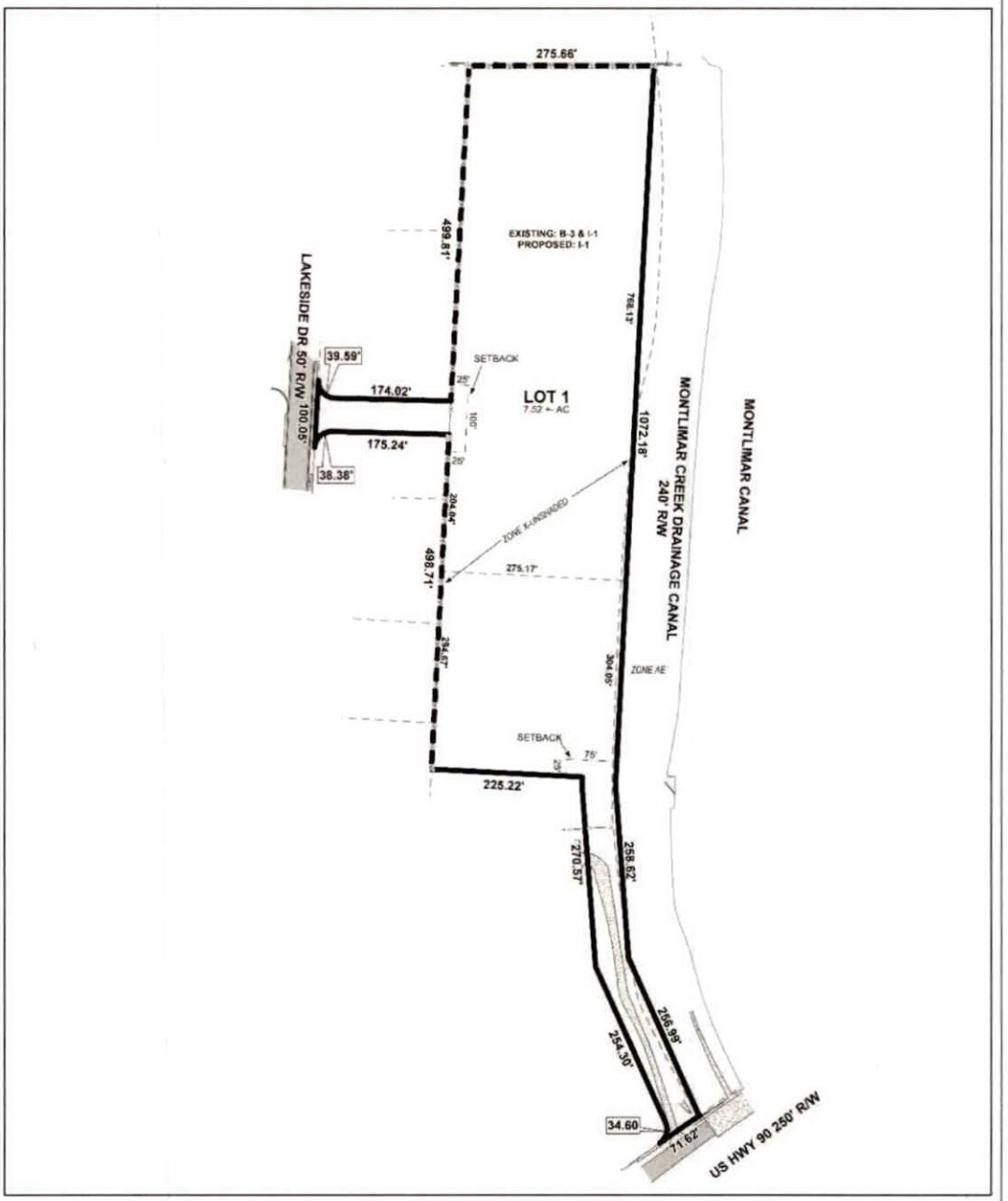
REQUEST Subdivision, Rezoning from B-3 and I-1 to I-1

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

N

NTS

SITE PLAN



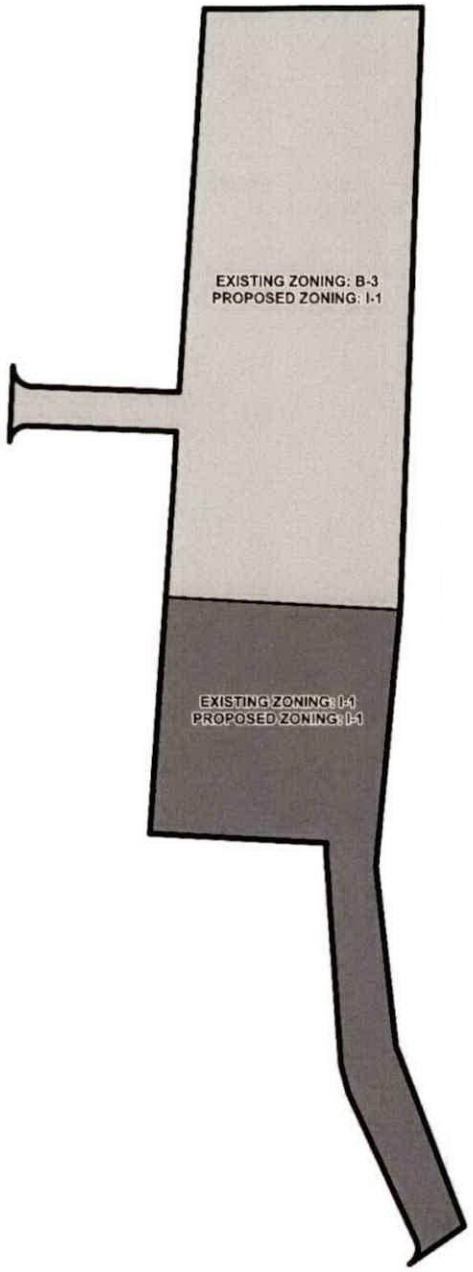
The site plan illustrates drives, setbacks and proposed zoning.

APPLICATION NUMBER	7	DATE	June 12, 2025
APPLICANT	Bushwood Subdivision		
REQUEST	Subdivision, Rezoning from B-3 and I-1 to I-1		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE June 12, 2025

APPLICANT Bushwood Subdivision

REQUEST Subdivision, Rezoning from B-3 and I-1 to I-1

N

NTS

MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the American Society for the Prevention of Cruelty to Animals (ASPCA), grant assistance in support of the Hurricane Katrina 20th Anniversary Disaster Preparedness Grants for the Animal Shelter in the amount of $60,000.00. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the ASPCA. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: September 30, 2025

Submitted by:
Robert Lasky, Executive Director of Public Safety

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Authorize the Mayor to apply, accept and receive from the U.S. Department of Justice (DOJ), Bureau of Justice Assistance (BJA), grant assistance up to $1,000,000.00 in support of the FY 2025 Student, Teachers, and Officers Preventing (STOP) School Violence Program.

Amount of Contract:

Funding Source

ATTACHMENTS:
1. RESOLUTION-STOP Grant

REVIEWERS:
Kelsi Tippery
Kelsi Tippery
Cherlina Monteiro
James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the U.S. Department of Justice (DOJ), Bureau of Justice Assistance (BJA), grant assistance up $1,000,000.00 in support of the FY 2025 Student, Teachers, and Officers Preventing (STOP) School Violence Program. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Justice, Bureau of Justice Assistance. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____
City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn, District 1

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

Type of application:	Lounge Retail Liquor Class I License
Submitted by:	Jager, Inc.
Location:	Rear Pocket 93 N. Sage Avenue Mobile, AL 36607

Adopted:

_____

City Clerk

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

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/04/2025	TRANSFER - LOCATION	2025 - 5746	132477	1	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)
010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name
JAGER INC

Trade Name (DBA)
REAR POCKET

Location Address
93 N SAGE AVE

City, State, Zip Code
MOBILE AL 36607

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

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
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Location Address
93 N SAGE AVE

City, State, Zip Code
MOBILE AL 36607

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner L. Logan Anderson

Date: September 19, 2025

Re: Application # 5746 / 93 N. Sage Ave.

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

Based on the plan submitted and approval of Special Parking Plan # PSP-003261-2025, the site meets the parking requirements of the Unified Development Code.

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

The site is located in District # 1; Cory Penn (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING

APPLICATION NUMBER 5746 DATE 9/30/2025

APPLICANT JAGER INC

LOCATION 93 N SAGE AVE

REQUEST ALCOHOLIC BEVERAGE LICENSE

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

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/04/2025	TRANSFER - LOCATION	2025 - 5746	132477	1	September 30, 2025

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
010 - LOUNGE RETAIL LIQUOR CLASS I	

Business Information

Legal Business Name	Trade Name (DBA)
JAGER INC	REAR POCKET

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
CORP - CORPORATION	08/05/2025	5821 569	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	
20-3808074	4900 51097		

Physical Address (Street Address, Suite #)	City	State	Zip Code
93 N SAGE AVE	MOBILE	AL	36607

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
93 N SAGE AVE	MOBILE	AL	36607

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
LOUNGE/BAR	2525 EMOGINE ST 36606

Contact Person Information

Name	Title	POA	Phone	Email
LISA CARPENTER	OWNER			LISACAP@BELLSOUTH.NET

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

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	Property Owner Phone Number	Property Owner Email
ZIMLICH CORNER LLC		JOHNDPEBBLES@ICLOUD.COM

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
164 ST FRANCIS ST SUITE 200	MOBILE	AL	36602

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
2,400	69	YES	YES	SINGLE STRUCTURE	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials PL

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**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
LISA ANN CARPENTER	OWNER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
YES	POSSESSION OF GAMBLIN	MOBILE CO SHERRIFF	05/30/2023	NOLL PROSSED
	PROMOTING GAMBLING	MOBILE CO SHERRIFF	05/30/0202	TIME SERVED REMIT FIND AND

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	JAGER INC	REAR POCKET	2525 EMOGENE ST MOBILE AL 36606

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
N/A			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

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

Applicant/POA Initials PL

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

PL 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.

PL 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.

PL 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.

PL 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.

PL 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.

PC 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	Date of Application Signature
LISA CARPENTER	9/19/25
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
L Carpenter	PRESIDENT / OWNER

Sworn to and subscribed before me this 5th day of December 20 25

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner	R Shawn Skinner	November 19 2025

Signature Page

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 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
09/04/2025	TRANSFER - LOCATION	2025 - 5746	132477	1	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)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

JAGER INC

Trade Name (DBA)

REAR POCKET

Location Address

93 N SAGE AVE

City, State, Zip Code

MOBILE AL 36607

Contact Person Information

Name	Title	POA	Phone	Email
LISA CARPENTER	OWNER			LISACAP@BELLSOUTH.NET

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

What is/was the start date of this business? 09/30/2025

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

Tara Harris

Revenue Department Representative

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 adverting 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:

JAGER INC

dba

REAR POCKET

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

010 - LOUNGE RETAIL LIQUOR CLASS I and

for the premises located at

93 N SAGE AVE , 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 - 5746

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.

P. Cayson
Applicant/POA Signature

Tara Harris
Revenue Department Representative

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20250902144403216

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
JAGER INC
Address: 2525 EMOGINE ST
MOBILE, AL 36606
Telephone: 251-666-3451

NEW APPLICANT:
JAGER INC
Address: 93 N SAGE AVE
MOBILE, AL 36607
Telephone: 251-476-4053

Current License No: 010-000497549

LICENSED PREMISES ADDRESS: 93 N SAGE AVE MOBILE, AL 36607

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 2 day of September, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)

Lisa Carpenter
Print Name: Lisa Carpenter
Title: President

NEW LICENSEE (APPLICANT)

Lisa Carpenter
Print Name: Lisa Carpenter
Title: President

WITNESS: (By ABC Enforcement) Sandy Duncan

Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250902144403216

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I **State:** **County:**

Type License: **State:** **County:**

Trade Name: REAR POCKET **Filing Fee:**

Applicant: JAGER INC **Transfer Fee:** $50.00

Location Address: 93 N SAGE AVE MOBILE, AL 36607

Mailing Address: 93 N SAGE AVE MOBILE, AL 36607

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: 5821 569

Do you sell Draft Beer?:

Date Incorporated: 08/05/2005 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 08/05/2005

Federal Tax ID: 20-3808074 **Alabama State Sales Tax ID:** 4900 51097

Name:	Title:	Date and Place of Birth:	Residence Address:
LISA ANN CARPENTER	PRESIDENT		

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: LISA CARPENTER **Home Phone**
Business Phon **Cell Phon**
Fax: **E-mail:** LISACAP@BELLSOUTH.NET

PREVIOUS LICENSE INFORMATION:
Trade Name: REAR POCKET
Applicant: JAGER INC

Previous License Number(s)
License 1: 010-000497549
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250902144403216

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: ZIMLICH CORNER LLC 251-680-8390
What is lessors primary business? COMMERCIAL REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? YES
Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2400 Display Square Footage:
Building seating capacity: 69 Does Licensed premises include a patio area? YES
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? YES

Name:	Violation & Date:	Arresting Agency:	Disposition:
LISA ANN CARPENTER	05/30/2023 POSSESSION OF GAMLING RECORDS FIRST DEGREE	MOBILE CO SHERRIFF	NOLLE PROSSED
LISA ANN CARPENTER	5/30/2023 PROMOTING GAMBLING	MOBILE CO SHERIFF	GIVEN CREDIT FOR TIME SERVES, REMIT FIND AND COURT COST
LISA ANN CARPENTER	05/30/2023 POSSESSION OF GAMBLING DEVICE	MOBILE CO SHERIFF	DEFENDENT GIVEN CREDIT FOR TIME SERVED, REMIT FINE AND PAY COURT COSTS

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250902144403216

Initial each — **Signature page**

Initial each	
PL	In reference to law violations, I attest to the truthfulness of the responses given within the application.
PL	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
PL	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.
X	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.
PL	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
PL	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
PL	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.
PL	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.
PL	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): Lisa Carpenter

Signature of Applicant: Lisa Carpenter

Notary Name (print):

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

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:**

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Registered Agent Change filed on behalf of Jager, Inc., as received and filed in the Office of the Secretary of State on 09/13/2021.

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.

09/15/2021

Date

J. H. Merrill

John H. Merrill Secretary of State

20210915000011112

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
AMENDMENT TO CERTIFICATE OF INCORPORATION

PURPOSE: In order to amend a Business Corporation's Certificate of Incorporation under Section 10A-2A-10.06 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

INSTRUCTIONS: Mail one (1) signed original and one (1) copy of this completed form along with a self-addressed, stamped envelope with the filing fee of $100.00 (credit card, check, or money order) to the **Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103-5616.** If the credit card does not authorize or if the check is dishonored, the filing will be removed from the index and of no legal effect. In the case of a dishonored check, a $30 fee will be charged.

This form must be typed.

1. The name of the corporation from the Certificate of Incorporation:

   Jager, Inc.

2. The date the Certificate of Incorporation was filed: 08 / 02 /2005 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 242 - 765 **TO OBTAIN ID NUMBER** Go to our website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

4. The titles, dates, and places of filing of any previous Amendments: None

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. Any instrument not ascertainable by information contained within the filing instrument must be attached pursuant to 10A-2A-10.06(a)(5)(3)

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as an Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.

(For SOS Use Only)

Alabama
Sec. Of State

Entity Change
242-765
Date 9/21/2021
Time 17:00
210922 2 Pg

File $100.00
County $.00

Total $100.00
02/005

This form was prepared by: (type name and full address)

Jason D. Smith
Anders, Boyett, Brady & Smith, P.C.
3800 Airport Blvd., Ste. 203
Mobile, AL 36608

RECEIVED DATE
SEP 21 2021
SECRETARY OF STATE
OF ALABAMA

DOMESTIC BUSINESS CORPORATION AMENDMENT

5. The following amendment was adopted on 08 /16 /2021 (format MM/DD/YYYY):

Article Six is amended to reflect that Lisa Carpenter, whose address is 2529 Emogene Street, Mobile, AL 36606, is the sole director of the Corporation. The officers of the corporaiton are Lisa Carpenter (President) and Lisa Carpenter (Secretary-Treasurer).

☐ Additional Amendments and the dates on which they were adopted are attached.

Item 6, 7, or 8 MUST be checked/completed with any appropriate attachments.

6. ☐ The board of directors without stockholder action approved the Amendment. Stockholder action was not required.

7. ☑ The stockholders approved the Amendment. The total number of votes entitled to be cast was 100 (information is required for item a or b). Complete one of the following:

   a. The total number of votes cast for amendment was 100 and the total number of votes cast against amendment was 0.

   b. The total number of undisputed votes cast for amendment was _____ which was a sufficient number of votes to approve amendment.

8. ☐ Amendment by voting groups was required; the information required in item 5 above is provided for each voting group and is attached to and made part of this Domestic Business Corporation Amendment document.

08 / 16 / 2021
Date (MM/DD/YYYY)

Lisa Carpenter
Signature as required by 10A-2A-1.20

Lisa Carpenter
Typed Name of Above Signature

President
Typed Title/Capacity to Sign under 10A-2A-1.20

Alabama
Sec. Of State
Entity Change
242-765
Date 9/21/2021
Time 17:00
210922 2 Pg
File $100.00
County $.00
Total $100.00
02/005

STATE OF ALABAMA

CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE BY ENTITY

PURPOSE: To change an entity's registered office, its registered agent, or both, by delivering to the Secretary of State for filing a statement of change in accordance with 10A-1-5.32. Use a separate form for each separate Entity ID number.

INSTRUCTIONS: Mail one (1) signed original and one (1) copy of this completed form along with a self-addressed, stamped envelope with the filing fee of $100.00 (credit card, check, or money order) to the **Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103-5616.** or you may email the filing to miscellaneous.filings@sos.alabama.gov **If you are submitting this filing via email and would like a copy returned to you, check $4.00 copy fee on the credit card payment form.** If the credit card does not authorize or if the check is dishonored, the filing will be removed from the index and of no legal effect. In the case of a dishonored check, a $30 fee will be charged.

Item 3 is the information pertaining to the current registered agent and office location currently on file with the Secretary of State. Complete this for verification purposes. You may change the name of the agent, the street address of the registered office, and the mailing address of the registered office, or any one of the three (items 4, 5, and 6).

This form must be typed.

1. Alabama Entity ID Number (Format: 000-000): 242 - 765 **TO OBTAIN ID NUMBER** Go to our website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

2. The name of the entity as registered with the Secretary of State of Alabama:

   Jager, inc.

3. The name of the Registered Agent currently registered entity with the Secretary of State of Alabama:

   Grace Willis

   Street (No PO Boxes) address of the Registered Office: 2529 Emogene Street, Mobile, AL 36606

   Mailing address of Registered Office (if different from street address):

This form was prepared by: (type name and full address)

Jason D. Smith
Anders, Boyett, Brady & Smith, P.C.
3800 Airport Blvd., Ste. 203
Mobile, AL 36608

RECEIVED DATE
SEP 13 2021
SECRETARY OF STATE
OF ALABAMA

(For SOS Use Only)

Alabama
Sec. Of State

Entity Change
242-765 D/C
Date 9/13/2021
Time 16:28
210913 2 Pg

File $100.00
County $.00
Total $100.00
01/030

IRS Department of the Treasury
Internal Revenue Service
Stop 6055 C-1
Kansas City MO 64999

OMB Clearance No.: 1545-1163

In reply refer to: 0922503436
Oct. 28, 2024 LTR 147C 0
20-3808074 000000 00
Input Op: 0922503436 00004050
BODC: SB

JAGER INC
93 N SAGE AVE
MOBILE AL 36607-2647

012483

Employer identification number: 20-3808074

Dear Taxpayer:

Thank you for your inquiry dated Sep. 23, 2024.

We received Form 8822-B and have updated the responsible party as requested.

You can get any of the forms or publications mentioned in this letter by visiting our website at IRS.gov/forms or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call CUSTOMER SERVICE at 833-251-1294 between 7:00 a.m. and 7:00 p.m. CDT.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

0922503436
Oct. 28, 2024 LTR 147C 0
20-3808074 000000 00
Input Op: 0922503436 00004051

JAGER INC
93 N SAGE AVE
MOBILE AL 36607-2647

Sincerely yours,

J. Spak,
Operation Mgr., Doc perfection

Enclosures:
Copy of this letter

2025

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

JAGER INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	4900 51097	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.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 722410

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

93 N SAGE AVE MOBILE AL 36607-2647

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 Lisa A Carpenter / Jager Inc 2imlich Corner LLC.

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

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

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

Sworn to and subscribed before me this 29 day of August 2025

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
TONYA BELL	Tonya Bell	04.23.29

Notary Stamp

STATE OF ALABAMA NOTARY PUBLIC
TONYA BELL
My Commission Expires
April 23, 2029

Owner of Property (Print Name)	Applicant Name (Print Name)
John D. Peebles	Lisa A. Carpenter
Owner of Property (Signature)	Applicant Name (Signature)
	Lisa A. Carpenter
Street Address	Street Address
Date Agreement Signed	
8/29/2025	8/25/2025

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	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☑ Corporation	☐ New Business ☐ New Owner ☑ Location Change	☐ No ☑ Yes Relocation Date: 9/30/25	☐ 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	Trade Name (DBA)
Jager Inc.	Rear Pocket

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
93 North Sage Ave	Mobile	Al.	36607

Business Contact Person Information

Name	Title	Phone	Email
Lisa Carpenter	Owner/ President		lisacap@bellsouth.net

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
2400					

Comments

Print Name	Signature	Date

COMMERCIAL LEASE AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

This lease, is made this the 29th day of August, 2024, by and between Zimlich Corner, LLC of P.O.Box 1187, Mobile, AL 36633, hereinafter called "Lessor" and Jager Inc, hereinafter referred to as "Lessee", The Agent for Lessor is CRE Mobile, hereinafter called "Agent:

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described real property in Mobile County, Alabama, to-wit, together with improvements thereon "Premises":

1. DESCRIPTION

The building located at 93 N. Sage Avenue, Mobile, AL, ~~36606,~~ 36607 more particularly described on Exhibit A attached hereto.

2. TERM

For continuous use and occupancy by the Lessee as a bar room and for no other different use or purpose, for and during the term of 62 months beginning on the 1st day of September, 2024 and ending on the 31st day of October, 2029.

IN CONSIDERATION WHEREOF, the Lessee promises and agrees to pay the Lessor, or Agent, at the Office of Agent as fixed minimum rent for the Premises for the whole term hereunder, the sum of One hundred forty five thousand five hundred fifty ($152,450.00) and 00/100's Dollars.

September 1st through October 31st of 2024 shall be considered a free rent period.
November1st 2024 to October 31st 2025, $2,450.00 shall be due the first of each month.
November1st 2025 to October 31st th 2026, $2,450.00 shall be due the first of each month.
November1st 2026 to October 31st th 2027, $2,600.00 shall be due the first of each month.
November1st 2027 to October 31st th 2028, $2,600.00 shall be due the first of each month.
November1st 2028 to October 31st th 2029, $2,600
.00 shall be due the first of each month.

More particularly described on Exhibit B attached hereto.

THIS LEASE IS MADE UPON THE FOLLOWING FURTHER TERMS, CONDITIONS AND COVENANTS:

3. SECURITY DEPOSIT

Concurrent with the signing of this lease, Lessee has deposited with Lessor the sum of Two Thousand Five Hundred and no/100's Dollars ($2,500.00) as security for the faithful performance and observance by Lessee of the terms, provisions and conditions of this lease. It is agreed that in the event Lessee defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment thereof or for payment of any other sums which Lessor may be required to expend by reason of Lessee's default including, but not limited to, any damages or deficiency in the re-letting of the Premises, whether such damages deficiency accrued before or after summary proceeding or other re-entry by Lessor. In the or event that Lessee shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this lease, the security shall be returned to Lessee without interest, after the expiration of the lease and delivery of entire possession of the Premises to Lessor.

4. LATE CHARGE

In addition to all other payments provided for in this lease, Lessee shall be assessed with and shall pay a late charge of $250.00, for each rental installment which is delinquent for five (5) days or more; and further, Lessee shall be assessed with a $500 Special Handling Fee for any payment that shall be delinquent for 30 days or more.

5. POSSESSION

The Lessor covenants that the Lessee on paying the fixed minimum rent, and additional rent reserved, if any, ("rent") and performing all the covenants and agreements herein contained shall peaceably and quietly have, hold and enjoy the Premises. However, the Lessor shall not be liable for the failure or inability of the Lessee to obtain possession of the Premises provided the Lessor

2005056751 Book-5821 Page-569
Total Number of Pages: 3

242765
Posted by: Checked by:

ARTICLES OF INCORPORATION

OF

JAGER, INC.

The undersigned, acting pursuant to the Alabama Business Corporation Act, Alabama code Section 10-2B-4.02, et. seq., adopts the following Articles of Incorporation for said corporation.

ARTICLE ONE

The name of **the corporation** is **JAGER, INC.**

ARTICLE TWO

The period of the corporation's duration is perpetual.

ARTICLE THREE

(a) The transaction of any, or all, lawful business for which corporations may be incorporated under the Constitution and Laws of the State of Alabama.

(b) To carry on all, or any, of the business and/ or ownership and management of a Lounge; and to engage in such other activities as are incidential to or connected with the operation of such business.

RECEIVED
AUG 05 2005
SECRETARY OF STATE

ARTICLE FOUR

The capital stock of this corporation shall consist of ONE HUNDRED (100) shares of ONE AND NO/100 ($1.00) DOLLAR par value common stock. The amount of capital with which the corporation shall begin business is ONE HUNDRED AND NO/100 ($100.00) DOLLARS.

ARTICLE FIVE

The address of the initial registered office of the corporation is 2529 Emogene Street, Mobile, Al 36606. The registered agent for said corporation at 2529 Emogene Street, Mobile, Al is Grace Willis.

ARTICLE SIX

The number of directors constituting the initial Board of Directors of the Corporation will be one , and the name and address of the person to serve as director until further notice is:

NAME			ADDRESS
Grace Willis	-	President	271 Morgan Avenue Mobile, Al 36606

ARTICLE SEVEN

The incorporator of this corporation is Grace Willis whose address is 271 Morgan Avenue, Mobile, Al 36606.

WHEREFORE, this incorporator files these Articles of Incorporation and tenders to the Probate Judge of Mobile County, Alabama, the lawful fees and charges, and prays that these Articles may be examined and approved, that this corporation may be deemed to be incorporated for the purpose herein set out, and that the Probate Judge of Mobile County, Alabama will issue a Certificate of Incorporation to this incorporator.

and Lessor.

45. ENVIRONMENTAL INDEMNIFICATION BY LESSEE

Lessee shall unconditionally indemnify, defend and hold Lessor harmless from and against all loss, liability, claims, actions, expenses, lawsuits, proceedings, demands, assessments, adjustments and costs (including specifically, but without limitation, reasonable attorneys and consultants fees and expenses of investigation) which solely arise from or are related to Lessee's use of the Premises and (1) the imposition or recording of a lien, the incurring of costs or required repairs, clean up or detoxification and removal under any Hazardous Materials Law with respect to the Premises or liability to any third party in connection with any violation of a Hazardous Materials Law by Lessee; (2) the presence on or under, or the discharge, emission, release or threatened release from the Premises unto the environment arising from the installation, use, generation, manufacture, treatment, handling, refining, production, processing, storage, removal, clean up or disposal of any solid, hazardous material by Lessee at the Premises; (3) loss of value of the Premises as a result of any such lien, clean up, detoxification, loss, liability, damage, expense or claim or a failure or defect in title occasioned by the use of any such hazardous or toxic substance, pollutants, contaminants, or wastes after the commencement date of this lease; and (4) foreseeable and unforeseeable incidental and consequential damages related to the foregoing. Such indemnification shall survive the expiration or other termination of the term of this Lease. Notwithstanding the foregoing, Lessee shall not be responsible for the condition of the Premises which existed prior to the date of the execution of this lease.

46. ASSIGNMENT-SUBLEASING

Each and every transfer or assignment of this lease by the Lessee or any interest there shall be null and void, unless the written consent of the Lessor be first obtained thereto, which consent shall not be unreasonably withheld. Any violation hereof is agreed and understood to constitute a substantial and material breach of condition of this lease, with all of the rights thereunto pertaining as in the case of default for any other cause hereunder. In the event of any assignment/ sublease for which consent is given as stipulated herein, Lessee agrees to designate Lessor as its exclusive agent in attempting to secure a suitable assignee or sublessee for the remainder of the term of the Lease. Lessee further agrees to pay an assignment/subleasing fee for efforts on Lessee's behalf.

Both Lessor and Lessee acknowledge and confirm that except for the specific circumstances of assignment and sublease as provided in the preceding paragraph, Agent is solely the agent of Lessor and represents the interest of Lessor exclusively with respect to this lease. However, in the event of such assignment or sublease, both Lessor and Lessee consent that Agent may act as a limited consensual dual agent and receive compensation from both parties.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed THESE PRESENTS in triplicate by affixing hereunto their respective hands and seals on the day and date first above set forth.

LESSOR
ZIMLICH CORNER, LLC

BY: _____
JOHN D. PEEBLES, MAN PARTNER

LESSEE

_____
LISA A. CARPENTER

CRE Mobile, LLC

By: _____

JAGER, INC.

BY: _____

Dated this 23 day of July 2005.

Grace Willis
Grace Willis Incorporator

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared Grace Willis, whose name is signed to the within Articles of Incorporation as incorporator of Jager, Inc. and who acknowledged to me that she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 23 day of July 2005.

Pamela H Andrews
NOTARY PUBLIC

Comm. Expires: 10-28-08

THIS INSTRUMENT PREPARED BY:

Grace Willis
271 Morgan AVenue
Mobile, Al 36606

State of Alabama-Mobile County
I certify this instrument was filed on:
August 17 2005 @ 1:37:58 PM

S.R. FEE	$2.00
RECORDING FEES	$36.00
TOTAL AMOUNT	$38.00

2005056751
Don Davis, Judge of Probate

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge
Signature
Joe McEarchern, Jr. Chief Clerk
Date: 2 August 2005

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	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☑ Corporation	☐ New Business ☐ New Owner ☑ Location Change	☐ No ☑ Yes Relocation Date: 9/30/25	☐ 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	Trade Name (DBA)
Jager Inc.	Rear Pocket

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
93 North Sage Ave	Mobile	Al.	36607

Business Contact Person Information

Name	Title	Phone	Email
Lisa Carpenter	Owner/President		lisacap@bellsouth.net

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
2400	6+	6	✓	B-2	✓

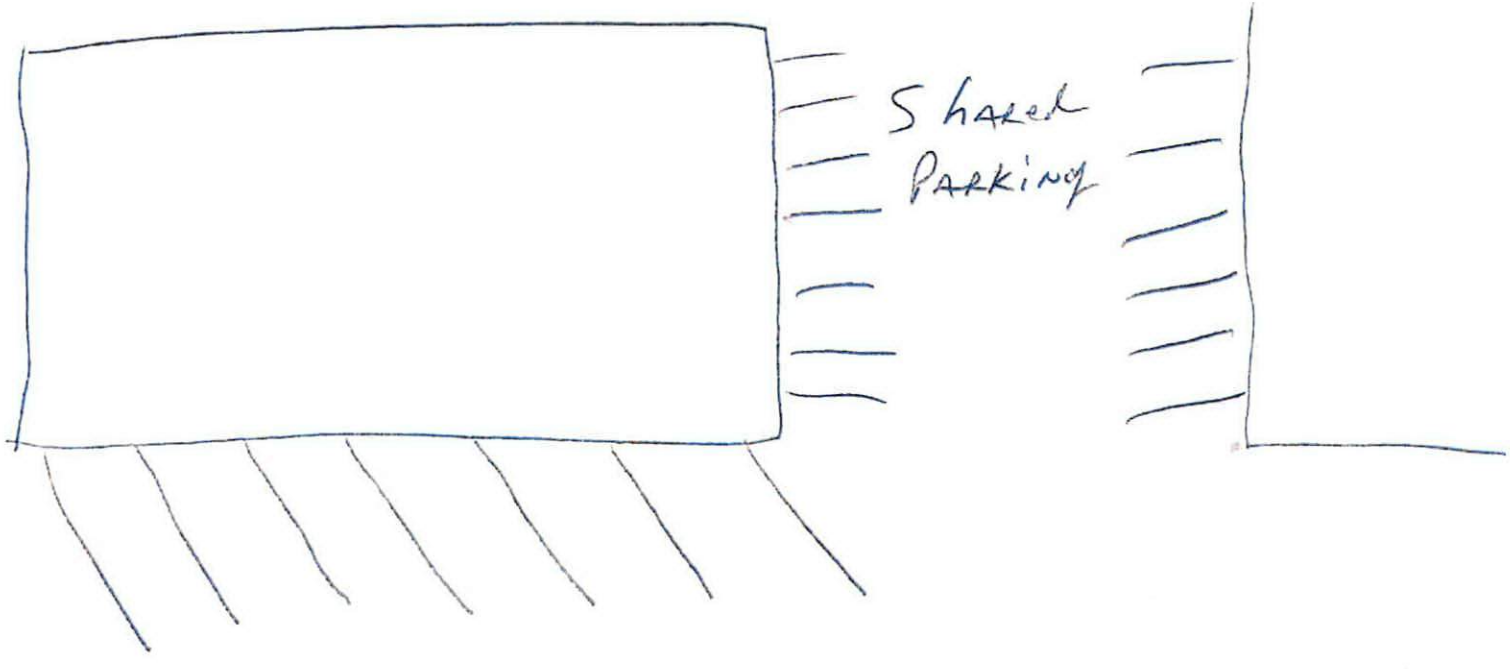
Comments

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	9-3-2025

AUG/26/2025 12:38 PM_1505055700_18479

Rear Pocket

2400 Sq FT



Sage Ave

Rear Patio

Fun Complex 9/8/24

93 North Sage Ave · Mobile AR- 36606

Planning & Zoning Department

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

PERMIT NUMBER
ZC-161278-2025
Issue Date: 09/19/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022908183001045.012.	93 N Sage Ave	

Business Name	Issued To	Zoning Districts
REAR POCKET	Name: LISA CARPENTER Company: REAR POCKET Address: 93 N Sage Ave MOBILE, AL 36607 Phone:	B-2

This Zoning Classification Allows the property to be used for:
LOUNGE

Conditions of Use

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

Issued By: Caldwell Whistler

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

Telephone:251.208.5895

Fax: 251.208.5896

R E S O L U T I O N

Sponsored by: Councilmember William Carroll, District 2

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

Type of application:	Special Events Retail Liquor License
Submitted by:	The Dog, LLC
Location:	Mobile County Wildlife and Conservation Association Oyster Bar 755 Monroe Street Mobile, AL 36602

Adopted:

_____

City Clerk

OFFICE OF THE CITY COUNCIL

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

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/10/2025	NEW APPLICATION	2025 - 5747	132506	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
THE DOG LLC

Trade Name (DBA)
MOBILE COUNTY WILDLIFE AND CONSERVATION ASSOCIATION OYSTER BAR

Location Address
755 MONROE STREET

City, State, Zip Code
MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251) 208-7411 • FAX (251) 208-7482

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
09/10/2025	NEW APPLICATION	2025 - 5747	132506	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
THE DOG LLC

Trade Name (DBA)
MOBILE COUNTY WILDLIFE AND CONSERVATION ASSOCIATION OYSTER BAR

Location Address
755 MONROE STREET

City, State, Zip Code
MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

MOBILE POLICE DEPARTMENT

WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: William R. Jackson
Chief of Police

From: _____
Captain Matthew James
Commander, Special Investigation Section

Date: September 11, 2025

Re: Alcoholic Beverage License Application No. 5747
THE DOG LLC
D/B/A: MOBILE COUNTY WILDLIFE AND CONSERVATION ASSOCIATION OYSTER BAR
755 Monroe Street
Mobile, AL 36602
Taylor Atchison, owner

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation into the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a new application for a business that will be named THE DOG LLC. THE DOG LLC will be conducting business at MOBILE COUNTY WILDLIFE AND CONSERVATION ASSOCIATION OYSTER BAR located at 755 Monroe Street. The City of Mobile Revenue Department has advised that the business license is currently being applied for, and no taxes have to be paid at this time. The Underage Drinking Coordinator of the Mobile Police Department advised no compliance checks to be completed at this location, and it is currently in good standing.

It is my recommendation that the application be:

SEP 22 2025

_____ APPROVED

_____ DENIED

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

CHIEF OF POLICE

The mission of the Mobile Police Department is to make the City of Mobile the safest city in America, with respect for everyone.

MOBILE POLICE DEPARTMENT

WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Captain Matthew James
Commander, Special Investigation Section

From: _____ 9/11/25
Lieutenant Tilford Saunders
Commander, Narcotics and Vice Unit

Date: September 11, 2025

Re: Alcoholic Beverage License Application No. 5747
THE DOG LLC
D/B/A: MOBILE COUNTY WILDLIFE AND CONSERVATION ASSOCIATION OYSTER BAR
755 MONROSE STREET
Mobile, AL 36602
Taylor Atchison, owner

I have reviewed the attached application submitted to me by Cro April Dunklin. Our records show no discrepancies in the information furnished by the applicants.

This is a new application for a business that will be named Mobile County Wildlife and Conservation Association Oyster Bar. The City of Mobile Revenue Department advised no taxes need to be paid and their business license is currently being applied for. Since this is a new application, the Underage Drinking Coordinator of the Mobile Police Department has advised the location has not had a compliance check; therefore, the location is currently in good standing. Based on the aforementioned facts, I find no legal reason to deny this application.

Alcoholic Beverage License Application Checklist

According to the City of Mobile Revenue Department, this business has:

☐ an up-to-date business license.

☐ currently paid all taxes due.

☑ other: this liquor application is new; therefore, the business license is currently being applied for and no taxes need to be paid.

CRO APRIL DUNKLIN

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **September 11, 2025**

Re: **Application # 5747 / 755 Monroe St.**

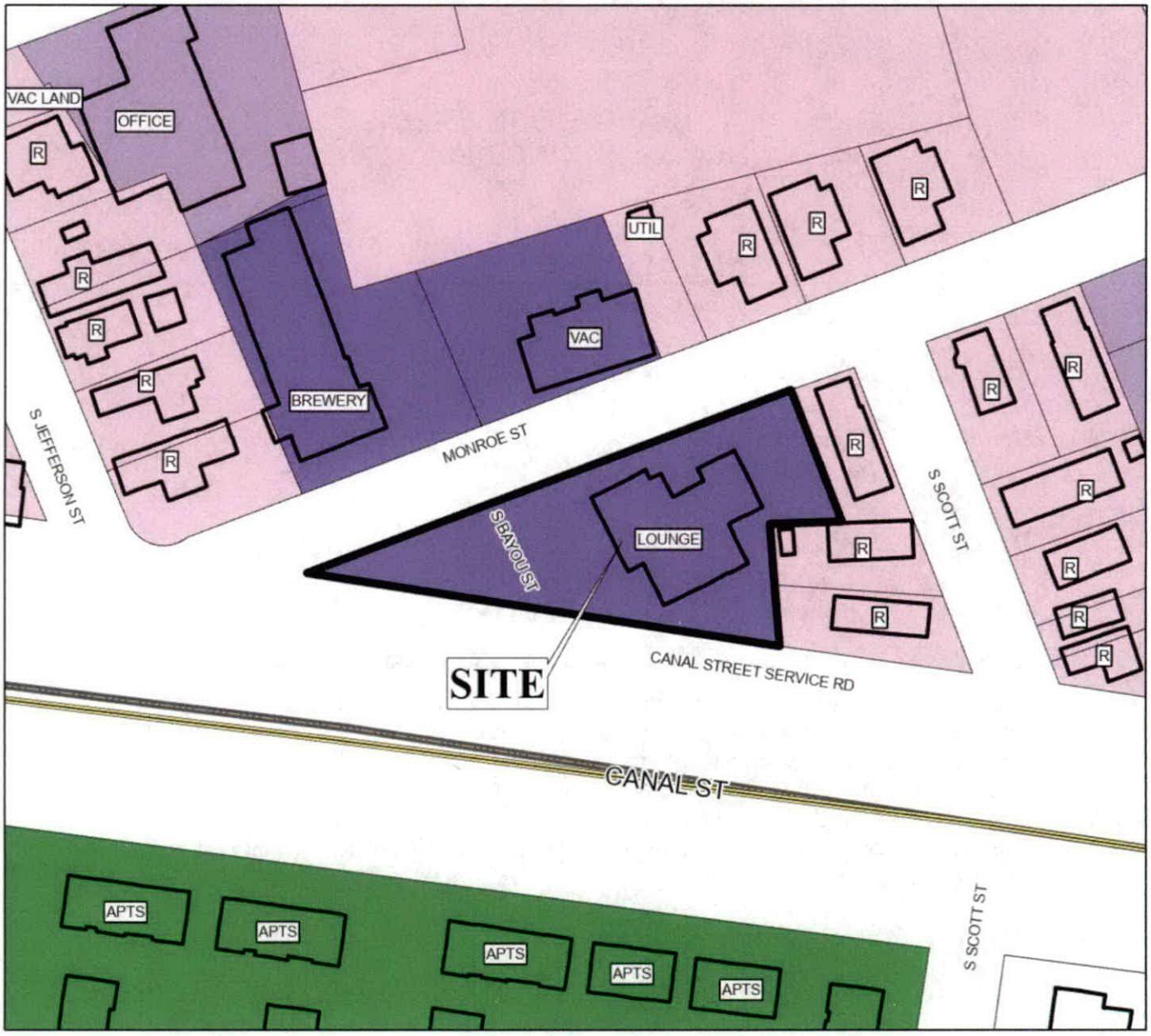
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-5.1 and the existing bar with an occupancy load over 100 persons is allowed by Planning Approval case #PA-001500-2021. This is to advise that a special event with special retail sales is a permitted use at the existing bar.

The site is located within the Downtown Development District, which exempts T-5.1 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 5747 DATE 9/30/2025

APPLICANT THE DOG LLC

LOCATION 755 MONROE ST

REQUEST ALCOHOLIC BEVERAGE LICENSE

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

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/10/2025	NEW APPLICATION	2025 - 5747	132506	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

THE DOG LLC

Trade Name (DBA)

MOBILE COUNTY WILDLIFE AND CONSERVATION ASSOCIATION OYSTER BAR

Location Address

755 MONROE STREET (PARKING LOT WEST SIDE)

City, State, Zip Code

MOBILE AL 36602

Contact Person Information

Name	Title	POA	Phone	Email
TAYLOR A ATCHISON	OWNER	NO		TAYLORATCHISON@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? NO

What is/was the start date of this business? 01/15/2020

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

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/10/2025	NEW APPLICATION	2025 - 5747	132506	2	September 30, 2025

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
140 - SPECIAL EVENTS RETAIL	

Business Information

Legal Business Name	Trade Name (DBA)
THE DOG LLC	MOBILE COUNTY WILDLIFE AND CONSERVATION ASSOCIATION OYSTER BAR

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	03/07/2019	000-545-597	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number
84-3186539	R010532403	

Physical Address (Street Address, Suite #)	City	State	Zip Code
755 MONROE STREET	MOBILE	AL	36602

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
962 CONTI STREET	MOBILE	AL	36604

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
OTHER	SPECIAL EVENT	N/A

Contact Person Information

Name	Title	POA	Phone	Email
TAYLOR A ATCHISON	OWNER	NO		TAYLORATCHISON@GMAIL.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

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	Property Owner Phone Number	Property Owner Email
ATCHISON HOLDINGS LLC		TAYLORATCHISON@GMAIL.COM

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
926 CONTI STREET	MOBILE	AL	36604

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
5,200	147	YES	YES	SINGLE STRUCTURE	PARKING LOT

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

Applicant/POA Initials TA

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**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
ATCHISON, TAYLOR ANTHONY	OWNER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
YES	DRIVING UNDER INFLUENC	FOLEY POLICE DEPT	07/03/2010	NOLLE PROS

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	THE DOG LLC	THE ICE BOX	755 MONROE STREET MOBILE 36602

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
N/A			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

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

ABC Application 1

Applicant/POA Initials

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

TA 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.

TA 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.

TA 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.

TA 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.

TA 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.

TA 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.

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

Owner/Applicant/POA Printed Name	Date of Application Signature
TAYLOR ATCHISON	9/10/25
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
	Owner

Sworn to and subscribed before me this 10th day of September 20 25

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner	R Shawn Skinner	November 19 2025

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

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

THE DOG LLC

Trade Name (DBA)

MOBILE COUNTY WILDLIFE AND CONSERVATION ASSOCIATION OYSTER BAR

Location Address

755 MONROE STREET (PARKING LOT WEST SIDE)

Zip Code

36602

Application Number

2025 - 5747

Notice Post Date @ Location

09/10/2025

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

R Shawn Skinner

Revenue Department Representative

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

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 adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

THE DOG LLC

dba MOBILE COUNTY WILDLIFE AND CONSERVATION ASSOCIATION OYSTER BAR

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

140 - SPECIAL EVENTS RETAIL

for the premises located at

755 MONROE STREET , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

September 30, 2025 for application number 2025 - 5747

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE

REVENUE DEPARTMENT

September 8, 2025

SPC EVNT - MOB CNTY WILDLIFE & CONSERV

755 MONROE STREET

MOBILE, AL 36602 USA

ACCOUNT NUMBER: 132506 TERRITORY 2

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2140275	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

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

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

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

09/10/2025 08:03AM KATHRYN J
048345-0007

BUSINESS LICENSE
THE DOG LLC
132506
2025 2140275
ALCOHOL APPLICATION
FEE $50.00

$50.00

Subtotal **$50.00**
TP CC FEE $2.50
Total **$52.50**

REVENUE CC $52.50
Visa **********1573
Ref=6708862b-76a8-4694-98c9-7cced7bled4d
Auth=010442

Change due **$0.00**

Paid by: THE DOG LLC

Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250819160008715

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

Type License: **State:** **County:**

Trade Name: MOBILE COUNTY WILDLIFE AND CONSERVATION ASSOCIATION OYSTER BAR **Filing Fee:** $50.00

Applicant: THE DOG LLC **Transfer Fee:**

Location Address: 755 MONROE ST MOBILE, AL 36602

Mailing Address: 962 CONTI ST MOBILE, AL 36604

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 000-545-597

Do you sell Draft Beer?:

Date Incorporated: 03/07/2019 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 03/07/2019

Federal Tax ID: 84-3186539 **Alabama State Sales Tax ID:** R010532403

Name:	Title:	Date and Place of Birth:	Residence Address:
TAYLOR ANTHONY ATCHISON	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: TAYLOR ATCHISON
Business Phone: 251-510-4532
Fax:

Home Phone: 251-510-4532
Cell Phone: 251-510-4532
E-mail: TAYLORATCHISON@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250819160008715

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: ATCHISON HOLDINGS LLC 251-510-4532
What is lessors primary business? REAL ESTATE BROKER
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? YES

Will the business require an age restriction for all patrons/customers to be 21 years of age or older?
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: 5200 Display Square Footage:
Building seating capacity: 147 Does Licensed premises include a patio area? YES
License Structure: SINGLE STRUCTURE License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? YES

Name:	Violation & Date:	Arresting Agency:	Disposition:
TAYLOR ATCHISON	7/3/2010 DUI	FOLEY POLICE DEPARTMENT	NOLLE PROS

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250819160008715

Signature page

Initial each	
TA	In reference to law violations, I attest to the truthfulness of the responses given within the application.
TA	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
TA	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.
TA	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.
TA	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
X	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
TA	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.
TA	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.
TA	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): TAYLOR ATCHISON

Signature of Applicant:

Notary Name (print): FAITH S. WEBB

Notary Signature: Faith S. Webb

Commission expires:

FAITH S. WEBB
My Commission Expires
June 23, 2029

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: 20250819160008715

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: 10/25/2025 Ending Date: 10/25/2025
Special terms and conditions for special event/special retail:
EVENT WILL TAKE PLACE ON 10/25/2025 IN THE PARKING LOT WEST SIDE OF ICE BOX BUILDING. ENTRANCE AND EXITS WILL BE CONTROLLED. BEER WINE AND LIQUOR WILL BE SERVED. NO ALCHOL IS TO LEAVE THE LICENSED PREMISE. 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
License Covers: PARKING LOT WEST OF THE ICEBOX BUILDING AT 755 MONROE STREET MOBILE
Are there any special restrictions, instructions, and/or conditions for this license?: EVENT WILL TAKE PLACE ON 10/25/2025 IN THE PARKING LOT WEST SIDE OF ICE BOX BUILDING. ENTRANCE AND EXITS WILL BE CONTROLLED. BEER WINE AND LIQUOR WILL BE SERVED. NO ALCHOL IS TO LEAVE THE LICENSED PREMISE. THIS IS A NON RENEWABLE LICENSE.
Is the lessor involved in any way with the alcohol beverage business?: THE ICE BOX
Is ther any further interest in, or connection with, the licensee's business by the lessor?: APPLICANT AND LANDLORD ARE THE SAME PERSON

nst. # 2019011207 Pages: 1 of 3 I certify this instrument filed on: 3/7/2019 11:01 AM
)oc: LAOR Don Davis, Judge of Probate Mobile County, AL Rec: $53.00
:lerk: TMCCAFFERTY

CERTIFICATE OF FORMATION
OF
THE DOG, LLC

For the purpose of forming a domestic limited liability company pursuant to Chapter 5A of the Alabama Limited Liability Company Act of 2014 (*See* Ala. Code §§ 10A-5A-1.01 *et seq.*) and Chapter 1 (to the extent the provisions thereof are applicable to limited liability companies) of the "Alabama Business and Nonprofit Entity Code" (*See* Ala. Code §§ 10A-1-1.01 *et seq.*) and any act amendatory thereof, supplementary thereto or substituted therefore (hereinafter collectively referred to as the "2014 LLC Law"), the undersigned Organizer does hereby sign and adopt this Certificate of Formation pursuant to the 2014 LLC Law, and, upon the filing of record of this Certificate of Formation in the Office of the Judge of Probate of Mobile County, Alabama the existence of a limited liability company (hereinafter referred to as the "Company"), under the name set forth in Article One hereof, shall commence.

ARTICLE ONE
NAME

1.1 The name of the Company is The Dog, LLC.

ARTICLE TWO
REGISTERED OFFICE AND AGENT

2.1 The street address of the initial registered office of the Company is 1108 Dauphin St., Mobile, AL 36604, and the initial registered agent of the Company at the address set forth above is Taylor A. Atchison.

ARTICLE THREE
MEMBERS OF THE COMPANY

3.1 There is at least one (1) Member of the Company.

ARTICLE FOUR
ORGANIZER

4.1 The name and mailing address of the Organizer of the Company, who has been authorized to execute this document in connection with the formation of the Company, is as follows:

Leslie G. Weeks
LaClede Building
150 Government Street
Suite 2000
Mobile, Alabama 36602

IN WITNESS WHEREOF, the undersigned Organizer has hereunto affixed her signature on this the 7 day of March, 2019.

LESLIE G. WEEKS

THIS INSTRUMENT PREPARED BY:

LESLIE G. WEEKS, Esquire
HELMSING, LEACH, HERLONG,
NEWMAN & ROUSE, P.C.
150 Government Street, Suite 2000
Mobile, Alabama 36602
(251) 432-5521

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

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

The Dog, LLC

This name reservation is for the exclusive use of Leslie G. Weeks, P.O. Box 2767, Mobile, AL 36652 for a period of one year beginning March 01, 2019 and expiring March 01, 2020

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.

March 01, 2019

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES830494

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	Application Purpose	Transfer - Current License?	Establishment Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☐ New Business ☐ New Owner ☐ Location Change	☑ No ☐ Yes Relocation Date:	☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☑ Other Special Event

Type(s) of Alcohol Licenses (ALABCB and/or MCABCB) 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	Trade Name (DBA)
The Dog, LLC	Mobile County Wildlife and Conservation

Physical Address (Street Address, Suite #)	City	State	Zip Code
755 Monroe St.	Mobile	AL	36602

Applicant Contact Information			
Name	Title	Phone	Email
Taylor Atchison	Owner	251 510 4532	taylorjatchison@gmail.com

PLANNING & DEVELOPMENT USE ONLY

Parking Spaces Required	Parking Provided	Parking Required	Compliance	Zoning	Approved
5,200	N/A	N/A	✓	T-A	✓

Comments

ONE-TIME SPECIAL EVENT WITHIN DDD. NO ON-SITE PARKING REQUIRED.

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	9-8-2025

Revision Date 10.23.2023

Planning and Zoning

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250819160008715

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?

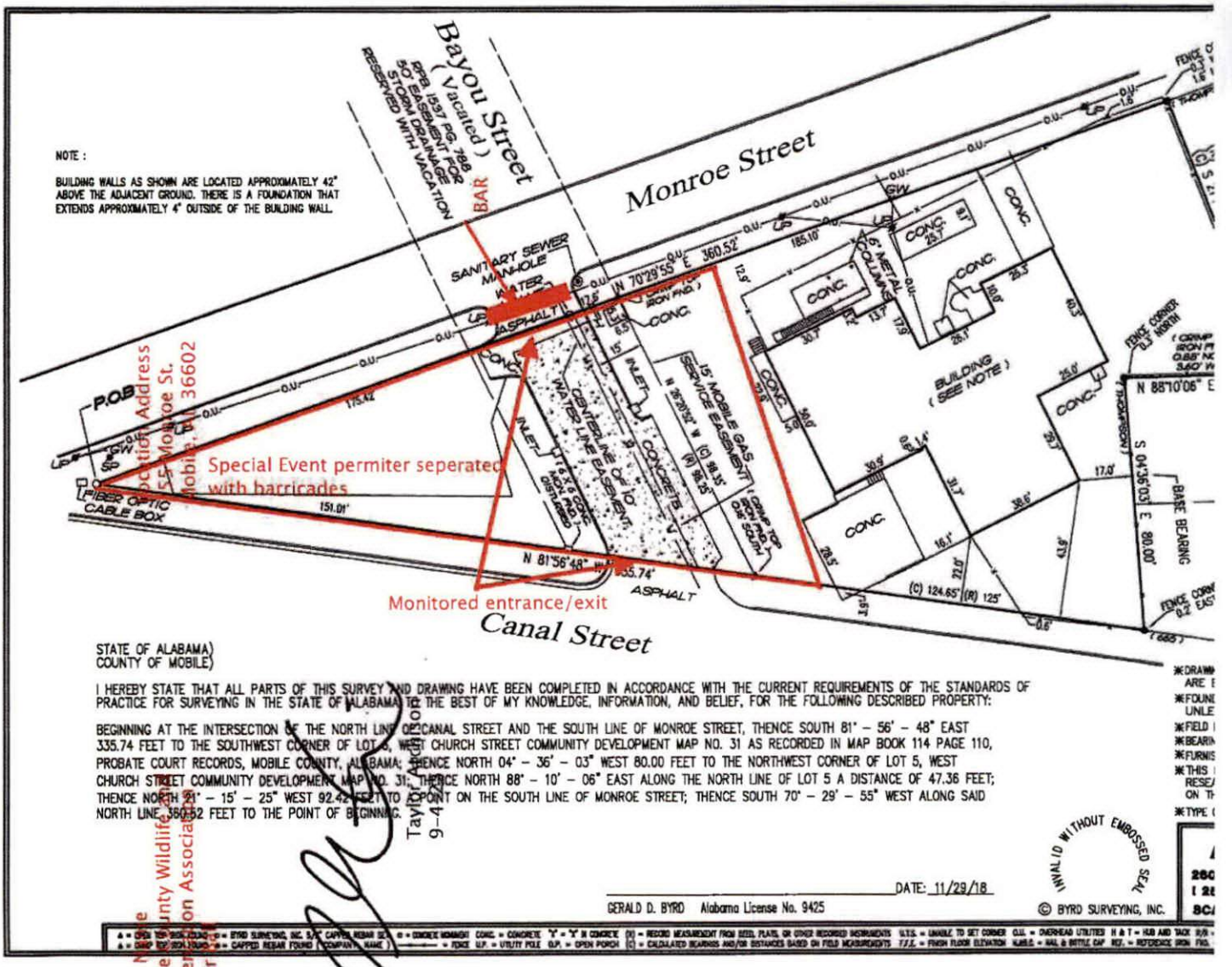
Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: 10/25/2025 Ending Date: 10/25/2025
Special terms and conditions for special event/special retail:
EVENT WILL TAKE PLACE ON 10/25/2025 IN THE PARKING LOT WEST SIDE OF ICE BOX BUILDING. ENTRANCE AND EXITS WILL BE CONTROLLED. BEER WINE AND LIQUOR WILL BE SERVED. NO ALCHOL IS TO LEAVE THE LICENSED PREMISE. 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
License Covers: PARKING LOT WEST OF THE ICEBOX BUILDING AT 755 MONROE STREET MOBILE
Are there any special restrictions, instructions, and/or conditions for this license?: EVENT WILL TAKE PLACE ON 10/25/2025 IN THE PARKING LOT WEST SIDE OF ICE BOX BUILDING. ENTRANCE AND EXITS WILL BE CONTROLLED. BEER WINE AND LIQUOR WILL BE SERVED. NO ALCHOL IS TO LEAVE THE LICENSED PREMISE. THIS IS A NON RENEWABLE LICENSE.
Is the lessor involved in any way with the alcohol beverage business?: THE ICE BOX
Is ther any further interest in, or connection with, the licensee's business by the lessor?: APPLICANT AND LANDLORD ARE THE SAME PERSON



STATE OF ALABAMA)
COUNTY OF MOBILE)

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, FOR THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF CANAL STREET AND THE SOUTH LINE OF MONROE STREET, THENCE SOUTH 81° – 56' – 48" EAST 335.74 FEET TO THE SOUTHWEST CORNER OF LOT 5, WEST CHURCH STREET COMMUNITY DEVELOPMENT MAP NO. 31 AS RECORDED IN MAP BOOK 114 PAGE 110, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 04° – 36' – 03" WEST 80.00 FEET TO THE NORTHWEST CORNER OF LOT 5, WEST CHURCH STREET COMMUNITY DEVELOPMENT MAP NO. 31; THENCE NORTH 88° – 10' – 06" EAST ALONG THE NORTH LINE OF LOT 5 A DISTANCE OF 47.36 FEET; THENCE NORTH 21° – 15' – 25" WEST 92.42 FEET TO A POINT ON THE SOUTH LINE OF MONROE STREET; THENCE SOUTH 70° – 29' – 55" WEST ALONG SAID NORTH LINE 360.52 FEET TO THE POINT OF BEGINNING.

Taylor Acord
9-4

DATE: 11/29/18

GERALD D. BYRD Alabama License No. 9425

INVALID WITHOUT EMBOSSED SEAL

© BYRD SURVEYING, INC.

Event Name
Mobile County Wildlife Conservation Association
Oyster Fest

R E S O L U T I O N

Sponsored by: Councilmember C. J. Small, District 3

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

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	RHPP Trading, LLC
Location:	Hop In Food Mart 810 Dauphin Island Parkway Mobile, AL 36605

Adopted:

_____

City Clerk

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

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/10/2025	NEW APPLICATION	2025 - 5748	132518	3	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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

RHPP TRADING LLC

Trade Name (DBA)

HOP IN FOOD MART

Location Address

810 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

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

OFFICE OF THE CITY COUNCIL

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Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

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070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

RHPP TRADING LLC

Trade Name (DBA)

HOP IN FOOD MART

Location Address

810 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

MOBILE POLICE DEPARTMENT

WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: William R. Jackson
Chief of Police

From: _____
Captain Matthew James
Commander, Special Investigation Section

Date: September 15, 2025

Re: Alcoholic Beverage License Application No. 5748
RHPP TRADING LLC
D/B/A: HOP ON FOOD MART
810 DAPHIN ISLAND PKWY
Mobile, AL 36605
Arora Rajesh, owner

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation into the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a new application for a business that will be named RHPP TRADING LLC. RHPP TRADING LLC will be conducting business at HOP IN FOOD MART located at 810 Dauphin Island Parkway. The City of Mobile Revenue Department has advised that a business license is currently being applied for, and no taxes must be paid at this time. The Underage Drinking Coordinator of the Mobile Police Department advised that compliance checks have been completed at this location, and it is currently in good standing.

It is my recommendation that the application be:

SEP 22 2025

_____ APPROVED

CHIEF OF POLICE

_____ DENIED

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

MOBILE POLICE DEPARTMENT

WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Captain Matthew James
Commander, Special Investigation Section

From: _____ 13Sep25
Lieutenant Tilford Saunders
Commander, Narcotics and Vice Unit

Date: September 15, 2025

Re: Alcoholic Beverage License Application No. 5748
RHPP TRADING LLC
D/B/A: HOP IN FOOD MART
810 Dauphin Island Pkywy
Mobile, AL 36608
Arora Rajesh, owner

I have reviewed the attached application submitted to me by CRO April Dunklin. Our records show no discrepancies in the information furnished by the applicants.

This is a new application for a business that will be named HOP IN FOOD MART. The City of Mobile Revenue Department advised no taxes that need to be paid, and their business license is currently being applied for. Since this is a new application, the Underage Drinking Coordinator of the Mobile Police Department has advised the location has not had a compliance check; therefore, the location is currently in good standing. Based on the aforementioned facts, I find no legal reason to deny this application.

Alcoholic Beverage License Application Checklist

According to the City of Mobile Revenue Department, this business has:

☐ an up-to-date business license.

☐ currently paid all taxes due.

☑ other: this liquor application is new; therefore, the business license is currently being applied for and no taxes need to be paid.

CRO APRIL DUNKLIN

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **September 17, 2025**

Re: **Application # 5748 / 810 Dauphin Island Pkwy.**

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 convenience store with retail beer and wine sales is a permitted use in this zoning district.

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

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

The site is located in District # 3, C.J. Small (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING

APPLICATION NUMBER 5748 DATE 9/30/2025

APPLICANT RHPP TRADING LLC

LOCATION 810 DAUPHIN ISLAND PKWY

REQUEST ALCOHOLIC BEVERAGE LICENSE

N

W E

S

NTS

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	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/10/2025	NEW APPLICATION	2025 - 5748	132518	3	September 30, 2025

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
050 - RETAIL BEER (OFF PREMISES ONLY)	070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Business Information

Legal Business Name	Trade Name (DBA)
RHPP TRADING LLC	HOP IN FOOD MART

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	12/16/2022	001-053-778	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	
92-1319658	R011943492	-	

Physical Address (Street Address, Suite #)	City	State	Zip Code
810 DAUPHINISLAND PKWY	MOBILE	AL	36605

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
810 DAUPHIN ISLAND PKWY	MOBILE	AL	36605

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
CONVENIENCE STORE	N/A

Contact Person Information

Name	Title	POA	Phone	Email
RAJESH ARORA	OWNER		(702) 470-9028	RAJESHATHENS@GMAIL.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

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	Property Owner Phone Number	Property Owner Email
DIP CENTER LLC	-	

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
1255 LAKES PKWY STE 180	LAWRENCEVILLE	GA	30043

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
3,500	0	YES	NO	SHOPPING CENTER	PARTIAL - ATTACHED

Do the premises have a fully equipped/operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	NO
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials RA

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**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
RAJESH ARORA	OWNER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
N/A			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

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

Applicant/POA Initials AA

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

RA 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.

RA 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.

RA 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.

RA 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.

RA 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.

RA 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.

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

Owner/Applicant/POA Printed Name	Date of Application Signature
RAJESH ARORA	09/11/2025
Owner/Applicant/POA Signature	Title of Person Signing this Application

Sworn to and subscribed before me this 12th day of September 2025

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner	R Shawn Skinner	November 19 2025

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

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
09/10/2025	NEW APPLICATION	2025 - 5748	132518	3	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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

RHPP TRADING LLC

Trade Name (DBA)

HOP IN FOOD MART

Location Address

810 DAUPHINISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Contact Person Information

Name	Title	POA	Phone	Email
RAJESH ARORA	OWNER		,	RAJESHATHENS@GMAIL.COM

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

What is/was the start date of this business? 07/09/2025

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

Tara Harris

Revenue Department Representative

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 adverting 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:

RHPP TRADING LLC

dba HOP IN FOOD MART

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

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

for the premises located at

810 DAUPHINISLAND PKWY , 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 - 5748

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250908142829302

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Trade Name: HOP IN FOOD MART **Filing Fee:** $100.00

Applicant: RHPP TRADING LLC **Transfer Fee:**

Location Address: 810 DAUPHIN ISLAND PKWY STE C MOBILE, AL 36606

Mailing Address: 810 DAUPHIN ISLAND PKWY STE C MOBILE, AL 36606

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

Product Type: 01 **Type Ownership:** LLC

Book, Page, or Document info: 001-053-778

Do you sell Draft Beer?:

Date Incorporated: 12/16/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 12/16/2022

Federal Tax ID: 92-1319658 **Alabama State Sales Tax ID:** R011943492

Name:	Title:	Date and Place of Birth:	Residence Address:
RAJESH ARORA	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: RAJESH ARORA
Business Phone: 702-470-9028
Fax:

Home Phone: 606-935-3358
Cell Phone: 702-470-9028
E-mail: RAJESHATHENS@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250908142829302

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: DIP CENTER LLC 770-338-2620
What is lessors primary business? PROPERTY MANAGEMENT
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? NO
Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3500 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: OTHER
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: 20250908142829302

Initial each — **Signature page**

Initial each	
RA	In reference to law violations, I attest to the truthfulness of the responses given within the application.
RA	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
RA	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.
X	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.
X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
X	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
RA	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.
RA	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.
RA	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): RAJESH ARORA

Signature of Applicant: Rajesh Arora

Notary Name (print):

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

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: 20250908142829302

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

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: APPLICANT-OTHER CONVENIENCE STORES
License Covers: STE C

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS PERMIT APPLICATION

Confirmation Number: 20250908144601237

Type License: 990 - TOBACCO ONLY
State: $150.00 **County:** $0.00

Type License:
State: **County:**

Trade Name: HOP IN FOOD MART
Filing Fee: $50.00

Applicant: RHPP TRADING LLC
Transfer Fee:

Location Address: 810 DAUPHIN ISLAND PKWY STE C MOBILE, AL 36606

Mailing Address: 810 DAUPHIN ISLAND PKWY STE C MOBILE, AL 36606

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

Product Type: 01 **Type Ownership:** LLC

Book, Page, or Document info: 001-053-778

Do you sell Draft Beer?:

Date Incorporated: 12/16/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 12/16/2022

Federal Tax ID: 92-1319658 **Alabama State Sales Tax ID:** R011943492

Name:	Title:	Date and Place of Birth:	Residence Address:
RAJESH ARORA	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? NO
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: RAJESH ARORA
Business Phone: 702-470-9028
Fax:

Home Phone: 606-935-3358
Cell Phone: 702-470-9028
E-mail: RAJESHATHENS@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS PERMIT APPLICATION

Confirmation Number: 20250908144601237

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: DIP CENTER LLC 770-338-2620
What is lessors primary business? PROPERTY MANAGEMENT
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? NO
Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3500 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: OTHER
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
TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS PERMIT APPLICATION

Confirmation Number: 20250908144601237

Initial each	Signature Page
RA	In reference to law violations, I attest to the truthfulness of the responses given within the application.
RA	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
X	In reference to the transfer of permit/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
RA	In accordance with Alabama Rules & Regulations 20-X-23-.01(a), 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.
RA	The undersigned agree, if a permit 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 it appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of tobacco. The undersigned, if issued a permit as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all tobacco received in this State. The undersigned, if issued a permit as herein requested, also agrees to allow and hereby invites duly authorized agents of the State, County or Municipality in which the permitted premises are located to enter and search without a warrant the permitted premises or any building owned or occupied by him or her in connection with said permitted premises. The undersigned hereby understands that if he or she violates any provisions of the aforementioned laws his or her permit shall be subject to revocation and no permit can be again issued to said permittee for a period of one year. The undersigned further understands and agree(s) 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.
RA	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 permit is required.

Applicant Name (print): RAJESH ARORA

Signature of Applicant: Rajesh Arora

Notary Name (print):

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

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
TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS PERMIT APPLICATION

Confirmation Number: 20250908144601237

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: APPLICANT-OTHER CONVENIENCE STORES
License Covers: STE C

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

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

RHPP TRADING LLC

This name reservation is for the exclusive use of MIHIR MUTTA, 1945 BARNETT SHOALS RD, ATHENS, GA 30605 for a period of one year beginning December 16, 2022 and expiring December 16, 2023

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.

December 16, 2022

Date

J H. Merrill

RES062251

John H. Merrill **Secretary of State**

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

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

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

   RHPP TRADING 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): RAJESH ` ARORA

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

   695 WATERFORD WAY ASHFORD, AL 36312

   *COUNTY of above address: BALDWIN

   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

001-053-778 DLL

Date	12/16/2022
Time	18:02:00
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 12 / 16 / 2022 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 5 : 59 ○ 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).

12 / 16 / 2022
Date (MM/DD/YYYY)

RAJESH ARORA
Signature as required by 10A-5A-2.04

OWNER
Typed title (organizer or attorney-in-fact)

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

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

Date of this notice: 12-12-2022

Employer Identification Number:
92-1319658

Form: SS-4

Number of this notice: CP 575 G

RHPP TRADING LLC
RAJESH ARORA SOLE MBR
1341 ORCHARD CT
WATKINSVILLE, GA 30677

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 92-1319658. 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.

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(IRS USE ONLY) 575G 12-12-2022 RHPP O 9999999999 SS-4

IMPORTANT REMINDERS:

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

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

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

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

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

Thank you for your cooperation.

Keep this part for your records. CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number Best Time to Call
( ) -
_____ _____

DATE OF THIS NOTICE: 12-12-2022
EMPLOYER IDENTIFICATION NUMBER: 92-1319658
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

RHPP TRADING LLC
RAJESH ARORA SOLE MBR
1341 ORCHARD CT
WATKINSVILLE, GA 30677

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2025

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

RHPP TRADING LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011943492	01/1/2025	12/31/2025

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

NON-TRANSFERABLE

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

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd

Deputy Commissioner

NAICS CODE: 457110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

355 GREENO RD S FAIRHOPE AL 36532-1904
810 DAUPHIN ISLAND PKWY MOBILE AL 36606-4230

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 **RHPP TRADING LLC**

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

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

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

Sworn to and subscribed before me this 22nd day of August 2025

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
David Reyes		05-31-2026

Notary Stamp

DAVID REYES
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 05-31-2026

Owner of Property (Print Name)	Applicant Name (Print Name)
SCOTT MOON	RAJESH ARORA
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
1255 LAKES PKWY STE 180	810 DAUPHIN ISLAND PKWY
City, State, Zip	City, State, Zip
LAWRENCEVILLE GA 30043	MOBILE AL 36606-4230
Date Agreement Signed	Date Agreement Signed

Revision Date 10.23 2023

Docusign Envelope ID: 6AA02BAF-E9DD-4226-B114-46409458AAA8

COMMERCIAL REAL ESTATE LEASE FOR COMMISSION STORE

THIS COMMERCIAL REAL ESTATE LEASE FOR COMMISSION STORE ("Lease") made as of 8/20/2025, by and between **DIP CENTER, LLC,** a Georgia limited liability company with an address of P.O. Box 1565, Lawrenceville, GA 30046 ("Landlord") and **RHPP TRADING LLC,** an Alabama limited liability company ("Tenant").

WITNESSETH:

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, and said Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the term and conditions which hereinafter appear, the following described property known as Suite C located at **810 Dauphin Island Parkway, Suite C, Mobile, AL 36606**:

> All that certain space containing approximately 3,888 square feet shown as "C" (hereinafter called the "Convenience Store") on the site plan attached hereto as Exhibit "A" and made a part hereof, located in that certain building (hereinafter called the "Building") situated on real property (hereinafter called the "Property") depicted on Exhibit "A" and further described on Exhibit "B" attached hereto and made a part hereof (the Building and Property being hereinafter collectively called the "Center"), together with all of the trade equipment (hereinafter called "Trade Equipment") owned by Landlord located in, attached to or used in connection with the Premises, including, but not limited to, motor fuel dispensing equipment and lines, the fuel canopy area, any monitoring devices, the coolers, freezers, ice machine, counters, shelves, and deli equipment, if any, and together with a nonexclusive right to use the "Common Areas" (as defined herein) (the Convenience Stores, Center and Trade Equipment are hereinafter collectively called the "Premises").

Notwithstanding anything to the contrary contained in this Agreement, Landlord owns and retains possession of the motor fuel dispensing equipment, lines, fuel canopy area, monitoring devices, pump islands and all other equipment necessary for the operation of a self-service petroleum products retail sales and dispensing facility (the "Motor Fuels Property"). Landlord hereby grants to Tenant a non-exclusive easement to use the Motor Fuels Property to perform its duties and obligations herein; provided, however, Tenant may not obstruct or restrict access to the Motor Fuels Property.

2. **Term of Lease.** The term of this Lease shall be for one (1) Lease Year (including any renewals of the Lease as provided herein, if any, the "Term") and commence upon the date Landlord delivers possession to Tenant, which shall be on August 25, 2025 ("Commencement Date"). Notwithstanding the foregoing, if Tenant fails to take possession of the Premises within fifteen (15) days of the Commencement Date, in the sole discretion of Landlord, this Lease will terminate on the fifteenth (15th) day after the Commencement Date, and all funds paid by Tenant to Landlord will be surrendered to Landlord as liquidated damages and neither party will have any further rights or obligations hereunder. Provided no event of default exists, the Lease shall automatically renew on a year-to-year basis, unless either party provides written notice to the other party at least sixty (60) days prior to the expiration of a term that it elects not to renew this Lease.

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A "Lease Year" is the twelve (12) full calendar months commencing on the first day of the month immediately following the month in which the Commencement Date occurs, unless the Commencement Date is the first day of a month, in which event the first Lease Year shall commence on such Commencement Date. Each subsequent Lease Year shall commence on the anniversary of such first Lease Year. If the Commencement Date is other than the first day of a month, the period immediately following the Commencement Date through the end of the month in which the Commencement Date occurs shall be deemed to be, and referred to as, the "First Partial Month" and is deemed part of the first Lease Year.

3. Rental. (a) Tenant agrees to pay Landlord, during the Term, rent in advance on the first day of each month during the Term, including the Base Rent (as defined below) and the Percentage Rent (as defined herein), together with the amounts due to Landlord set forth in Section 4 below or elsewhere in this Lease, if any (the "Additional Rent," together with the Monthly Rent, the "Rent") by EFT initiated by Landlord on the first (1st) business day of each month (together with any "Reconciliation Payments" (as defined herein) on the fifteenth (15th) day following the end of a month) as follows:

Time Period	Monthly Rent
8/25/25 – 8/31/26	$3,209.00 ("Base Rent") plus common area expenses, insurance and taxes ("Total Monthly Base Rent"), or 8% ("Percentage Rent Rate") of gross inside sales ("Percentage Rent"), whichever is greater, plus Tenant shall pay any sales tax on Rent.

Starting on the first day of the second Lease Year and each and every year thereafter, the Base Rent shall increase by three percent (3%).

Rent shall initially be charged as Total Monthly Base Rent each month of the Term, and Landlord shall collect such Total Monthly Base Rent on the first (1st) business day of each month of the Term by EFT as set forth above. Within five (5) days after the end of each month, Tenant shall deliver to Landlord at consignment@majorsmgmt.com, or at Landlord's election, Landlord may obtain through the POS or other system, a gross sales report for all sales (excluding fuel sales, lottery sales, money orders, the sale of prepaid cards and check cashing services), for the preceding month in form and content satisfactory to Landlord. If Tenant fails to provide the sales report within such timeframe, Landlord may estimate such sales. Landlord will calculate the Percentage Rent based on such gross sales report using the Percentage Rent Rate, and to the extent the Percentage Rent exceeds the Total Monthly Base Rent for such preceding month, Landlord will provide an invoice to Tenant by the tenth (10th) day after the end of such month showing the difference between the Percentage Rent and the Total Monthly Base Rent (a "Reconciliation Payment"), or on such other timeframe as Landlord may elect. Landlord shall collect from Tenant any Reconciliation Payment by EFT on the fifteenth (15th) of such month or the next business day thereafter. Landlord, at its expense, may audit, examine, and make copies of or extract from the bank accounts, books of account and records maintained by Tenant or Tenant's accountant or other representatives to confirm such information required by this Section.

(b) Tenant shall pay to Landlord an additional sum of ten percent (10%) of any rental payment not received by Landlord on or before five (5) days past the due date. Tenant acknowledges and agrees that Landlord may apply any payments made by Tenant to any debts owed by Tenant to Landlord or to Landlord's affiliates due under agreements related to the Premises, notwithstanding any notes made by Tenant on the payment or accompanying the payment. For example, Landlord may apply the payment made to, among other debts, outstanding late fees, interest, payments made by Landlord to cure Tenant defaults, payments for any loans made by Landlord or its affiliates to Tenant, and amounts due under any fuel supply agreement between Landlord or its affiliate and Tenant, prior to crediting Tenant for payment of rent. In the event any payment is returned for insufficient funds, Tenant shall pay an additional amount

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equal to (i) $30.00; or (ii) five percent (5%) of the face amount of the returned instrument, whichever is greater, plus any amounts charged by any financial institution to Landlord, and Landlord may require all future rental payments to be paid by money order or certified funds.

4. Additional Rent, Utility Bills, Insurance and Taxes. (a) All applications and connections for necessary utility services on the Premises shall be made by Tenant and in the name of Tenant only. Tenant agrees to pay for all gas, electricity, water, telephone, trash container, waste removal, safes, and the like utility charges for the Premises or used by Tenant in connection therewith. Landlord shall have no liability to Tenant for disruption of any utility service, and in no event shall such disruption constitute constructive eviction or entitle Tenant to abatement of rent or other charges. If Landlord pays any utility or other bills for Tenant relating to the Premises, Tenant shall reimburse Landlord upon demand therefor as Additional Rent, and if Landlord pays any such bills which are not separately metered, Tenant will pay to Landlord its proportionate share of such bill as Additional Rent, such amount to be determined in Landlord's sole discretion, upon demand therefor.

(b) Common Areas/Common Area Expense. Tenant agrees to pay its proportionate share of maintenance, taxes, and insurance for the Common Area. Tenant's proportionate share shall be the product of the aggregate of such expenses for the Common Areas for such Lease Year, multiplied by a fraction, the numerator of which is the number of square feet of floor area in the Premises and the denominator of which is the total number of square feet of floor area in the buildings within the Center. "Common Areas" shall consist of those areas on the Center which are open for use by the public and other tenants of the Center, including, without limiting the generality of the foregoing, all parking areas, driveways, truck ways, delivery passages, common truck loading areas, walkways, planted areas and landscaped areas. The parties agree that Tenant shall have nonexclusive access in common with all other tenants to the parking areas, driveways, walks and service areas appurtenant to the Center. Tenant agrees that should Landlord request, it shall cause its employees, agents and concessionaires to park in areas designated for such parking. Tenant may not leave trash or debris or otherwise alter the Common Areas, and Tenant shall be responsible for cleaning any trash or debris left on the Common Areas by Tenant, its agents, employees, customers, visitors and invitees. Landlord shall have no responsibility to maintain, secure, or clean the Common Areas, and Landlord reserves no right to control, possess or maintain the Common Areas. Commencing on the Commencement Date and thereafter on the first day of each and every month during the Term, Tenant shall pay, as Additional Rent, to Landlord in advance without further notice or billing, one-twelfth (1/12th) of the Tenant's proportionate share of the cost of operation and maintenance of the Common Areas, including without limitation the cost of all utilities and sanitary or trash disposal service, consumed in, on or about the Center which is not separately metered or otherwise allocated to tenants. Within two hundred forty (240) days after the end of each calendar year, Landlord will furnish to Tenant a written statement of the Common Areas costs for such year, including the computation of Tenant's proportionate share thereof for such year, and deficiency between required amounts and amounts previously paid and Tenant's estimated monthly proportionate share for the succeeding year. Tenant shall on the first day of the next succeeding month pay to Landlord any deficiency between required amounts and amounts previously paid and on such date and on the first day of each month thereafter, until furnished with a subsequent computation as provided in this Section, pay to Landlord the required amount as reflected by such computation. Notwithstanding the foregoing, Landlord may choose to recalculate such proportionate share at any time during a Lease Year. All payments to Landlord required by this Section shall be made and delivered in the manner prescribed for payment of Rent in Section 3 of this Lease. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

(c) Real Estate Taxes and Insurance Premiums. During the Term, Tenant shall be solely responsible for paying all taxes associated with or assessed against Tenant's furniture, fixtures, equipment or other personal property located at the Premises. Tenant shall pay as Additional Rent its proportionate share of the ad valorem taxes and insurance premiums on the Center of which the Premises are a part.

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Tenant's proportionate share shall be the product of the aggregate of ad valorem taxes and insurance premiums for such Lease Year, multiplied by a fraction, the numerator of which is the number of square feet of floor area in the Premises and the denominator of which is the total number of square feet of floor area in the buildings within the Center. Commencing on the Commencement Date and thereafter on the first day of each and every month during the Term of this Lease, Tenant shall pay to Landlord in advance, without further notice or billing, one-twelfth (1/12th) (prorated for any partial month) of the Tenant's proportionate share of the ad valorem taxes and insurance premiums for each Lease Year. Until the actual amount of Tenant's proportionate share can be determined by each Lease Year, such installments shall be calculated on the basis of the amounts of the annual ad valorem taxes and insurance premium paid immediately preceding such Lease Year; provided, however, that if the ad valorem taxes paid immediately preceding such Lease Year were not based on an assessment for the completed buildings and the other improvements located within the Center, such installments shall be calculated on the basis of Landlord's reasonable estimate of the Tenant's proportionate share of the ad valorem taxes and insurance premiums for such Lease Year. Within two hundred forty (240) days after the end of each calendar year or within thirty (30) days after the tax bills are received by Landlord, whichever is later, Landlord shall furnish Tenant with the computation therefor and Tenant shall, on the first day of the next succeeding month, pay to Landlord any deficiency between required amounts and the amount previously paid, and on such date, and on the first day of each month thereafter during such Lease Year, pay to Landlord the required amount as reflected by such computation. Notwithstanding the foregoing, Landlord may choose to recalculate such proportionate share at any time during a Lease Year. All payments to Landlord required by this Section shall be made and delivered in the manner prescribed for payment of Rent in Section 3 of this Lease. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

(d) Maintenance Costs. Along with the payment of Rent, Tenant covenants to pay as Additional Rent, all costs of maintaining, repairing, and replacing the Premises during the Term.

5. Use of Premises. (a) Tenant shall use the Premises as a convenience store, and for the retail sale of gasoline and other petroleum products. Tenant may also use the Premises for the sale of prepared food, including deli foods and fried chicken. Tenant shall not use the Premises for any other purpose unless Landlord gives prior written consent to such additional use, at Landlord's sole discretion. The Premises is subject to all covenants and restrictions contained in any deed or lease conveying or leasing the Premises to Landlord and all other deed restrictions, zoning laws, easements or encumbrances affecting the Premises, now or after the date of this Lease. Tenant shall obtain all permits and or licenses for any and all applicable governmental authorities related to its business. Notwithstanding the foregoing, Landlord, at its sole discretion, may elect to obtain one or more licenses or permits in its name (or in the name of an affiliated entity) and enter into a management agreement with Tenant related to the operation of the business. In the event Landlord makes such election, Tenant shall be responsible for all costs and expenses associated therewith, including, but not limited to the application and renewal fees due for such licenses. Tenant agrees to comply with all rules and requirements related to such licenses and agrees not to take any actions which would cause such licenses to be suspended, revoked, or otherwise have action taken against them. If Tenant, its agents, employees, invitees or contractors causes such license to be suspended, revoked, or otherwise have action taken against them, such action shall be a default under this Lease, and Landlord may exercise any remedies granted to it herein upon such default. Upon the expiration or termination of the Lease, Tenant agrees to cooperate with Landlord (or its designee) on the transfer of licenses and permits for the Premises or other processes (including the utilization of management-type agreements) to prevent the disruption of the licenses and permits, including, but not limited to, the business licenses, food permits, alcohol licenses, tobacco licenses, and lottery programs. Additionally, Tenant agrees that, if required for the continued sales of certain products a license or permit must be purchased for the Premises, Tenant agrees to sell the license or permit to Landlord or its designated agent at no cost or nominal cost (not to exceed $100), at Landlord's sole discretion, and in the case of the expiration or termination of the Lease for any reason, at Landlord's option, Tenant shall transfer the license to Landlord or place the license in

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safekeeping for Landlord, or on its behalf, or take such other similar action which protects Landlord's investment in the license or permit in Landlord's sole discretion. The Premises may not be used for any illegal purpose, nor any manner so as to create any nuisance or trespass, or in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall not commit or allow any waste or nuisance upon the leased Premises, and shall maintain the Premises in a clean, neat, and orderly and attractive condition. Failure by Tenant to comply with the terms of this Section shall constitute a default under the terms of this Lease and Landlord shall have all rights and remedies available to it under this Lease or as otherwise permitted by law or in equity. Tenant shall keep the Premises free of all insects, pests and rodents and otherwise in a clean, safe and sanitary condition and comply with and execute all present and future rules, regulations and standards recommended by any national or regional fire protection association (or any other body exercising similar functions), Landlord's insurance carriers and organizations establishing insurance rates concerning Tenant's use of the Premises including the Trade Equipment (including Tenant's alterations, replacements, and additions, if any, thereto). Tenant further agrees not to suffer, permit or commit any waste, nor to allow, suffer or permit any odors, vapors, steam, water, vibrations, noises or undesirable effects to emanate from the Premises or any apparatus, equipment or installation therein or otherwise to allow, suffer or permit the Premises or any use thereof to constitute a nuisance or to interfere unreasonably with the safety, comfort or enjoyment of any other tenants of the Center or their customers, invitees or any others lawfully in or upon the Center. Upon notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant agrees forthwith to promptly cease and discontinue the same and within ten (10) days thereafter to make such changes in the Premises and install therein or remove therefrom such apparatus or equipment as may be required by Landlord for the purpose of obviating any such condition, and if any such condition is not so remedied, then Landlord may, at its option, enter upon the Premises and cure such condition in any manner Landlord shall deem necessary and add the cost and expense incurred by Landlord together with all damages, including reasonable attorney's fees, sustained by Landlord to the next installment of Rent due.

(b) Additional Uses of Premises. Notwithstanding the provisions of Section 5(a), without Landlord's prior written consent, in Landlord's sole discretion, Tenant may not use the Premises for additional uses, or make other improvements for such purposes; provided, however, if Landlord does allow such uses or improvements, Tenant shall pay all costs and expenses related thereto. Any such installation, construction, maintenance, and operation of such improvements shall be in accordance with all applicable zoning, permitting, governmental rules, insurance requirements, environmental requirements, and any and all other laws, rules, regulations, statutes and ordinances of a governmental authorities, as may be applicable or become applicable to the installation, construction, maintenance, and operation of the improvements. Tenant shall be responsible for obtaining and paying for any and all expenses whatsoever to obtain compliance and the failure of Tenant to obtain any such zoning, permit, approval, or compliance hereunder will not be an event of default or otherwise alter Landlord's right or Tenant's duties under the Lease. Landlord's sole responsibility with respect to Tenant's application or approval process for any other facilities will be to cooperate with Tenant, without Landlord incurring any additional cost or expense. Tenant may not make any structural alterations or modifications to the Premises without the prior written consent of Landlord. Landlord may require Tenant to participate in any programs required by Landlord's franchisor or any other branded convenience store offering, at Tenant's sole cost and expense. Landlord reserves the right and Tenant grants Landlord a license to install, maintain, replace, repair and operate on the Premises all scrip machines, bitcoin or other cryptocurrency machines, automatic teller machines (ATMs), cash dispensing machines, bill pay machines, coin operated amusement machines, check cashing machines, financial services installations, redbox units, electric vehicle charging stations, or other third party vendor units, together with all related communications equipment, kiosks, signage, in-store or other digital displays, or other type of enclosure to hold such equipment as Landlord in its sole discretion deems appropriate for the Premises (collectively, "Third Party Equipment"). Landlord has no obligation to install or operate Third Party Equipment. Landlord may, for any reason or no reason, in its sole discretion and whether or not Tenant is in default hereunder, and without prior notice to Tenant, may remove or disable

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the Third Party Equipment. To the extent Landlord installs any Third Party Equipment at the Premises, Tenant shall be responsible for notifying Landlord or, at Landlord's option, a third party, of any needed repairs, malfunctioning, damage or theft related to such Third Party Equipment within two (2) hours of its discovery. In addition, Tenant is required to call the number on the side of the Third Party Equipment. Tenant shall allow easy access for its customers to such Third Party Equipment, allow the use of outlets and electricity, and shall not block, obstruct or otherwise interfere with such Third Party Equipment. Tenant shall keep the areas around such Third Party Equipment in a neat, clean and safe condition. Tenant shall not be entitled to any reimbursement or any revenue from such Third Party Equipment. Tenant shall forward any communications or other notices received related to such Third Party Equipment to Landlord within one (1) business day of receipt. Additionally, Tenant does not have the right to install or operate Third Party Equipment on the Premises without Landlord's prior written consent, which Landlord may withhold at its sole discretion.

6. **Operation of the Premises.** Tenant shall (1) keep the Premises, buildings, equipment, fixtures, restrooms, sidewalks, approaches, and driveways in good condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other debris; (2) keep approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice, and snow, at all times; (3) not engage in or permit any improper act or conduct on the Premises detrimental to Tenant, or Landlord, or any member of the public; (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business; (5) keep the business adequately stocked with the petroleum products and inventory normally stocked at a first-class convenience store; (6) keep the business open for a minimum of eighteen (18) hours a day, seven (7) days per week, or upon such hours of operation as required by Supplier (as defined herein) in its discretion as may be amended from time to time by providing written notice to Tenant (which may be sent by email); (7) promptly apply for and maintain licenses and permits required by any applicable governmental agency for the operation of the store, including, but not limited to the sale of alcohol, except to the extent that Landlord has decided to obtain licenses or permits in its name pursuant to Section 5 (a) above; (8) at all times comply with the current brand's customer value proposition or mystery shop program and pay for all such costs related thereto, which sets minimum standards for all retail facilities which have been provided by Supplier; (9) offer no illegal amusement games, illegal products, nor pornographic material or magazines at the Premises; and (10) keep the credit card receipt paper fully-stocked. Tenant may not sell or permit the sale of any motor fuel at the Premises other than fuel delivered by Supplier. If Tenant allows the Premises to be vacant or unattended or ceases selling gasoline or the operation of its business upon the Premises without the prior consent of Landlord for any period in excess of twenty-four (24) hours, an immediate breach of this Lease shall occur, and Landlord may, at its option, terminate this Agreement without the requirement of written notice, and all rights and interests of Tenant hereunder shall thereupon be cancelled. Notwithstanding anything to the contrary contained in this Lease, Landlord has no obligation to cooperate or permit Tenant to operate the Motor Fuels Property, and Landlord may lock up and prevent the pumping of fuel from the Motor Fuels Property at any time for any reason or no reason.

Tenant understands that Tenant is required to comply with certain appearances, cleanliness and customer service guidelines of the existing brand of motor fuel or other replacement brand. Tenant shall comply with these guidelines and provide courteous service to motor fuel customers. Further Tenant agrees to take all action reasonably necessary to maintain the applicable petroleum brand at the location. In the event Tenant fails to comply with its obligations under this Section, Landlord may, in addition to any other rights and remedies available, take such action and/or expend such monies as may be necessary to bring the Premises into compliance with such guidelines, obligations and any requirements to maintain said brand including those regarding cleanliness. In the event Landlord expends money or resources in this regard, Tenant shall pay to Landlord such money expended with the Rent payment next due. Landlord agrees to provide five (5) days notice (or such shorter time period as required by the supplier of Supplier or because of an emergency) to Tenant prior to expending money hereunder. Landlord, at its expense, may audit,

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examine, and make copies of or extract from the bank accounts, books of account and records maintained by Tenant or Tenant's accountant or other representatives.

Landlord or Supplier shall select the third party processor to process any and all credit, debit or other card based transactions through the banking network, and Tenant agrees to use the processor chosen by Landlord or Supplier. Tenant shall comply with all processor requirements or regulations and be responsible for all fees charged for such processor transactions, including, but not limited to, processing fees, charge-backs and interchange fees. At Landlord's option, Tenant will contract directly with the processor selected and such processor shall settle directly with Tenant for such fees. Tenant is solely responsible for any loss incurred by Tenant's honoring a falsified scrip or a user's claim that a scrip did not print due to malfunction of the equipment. Any required reversal of an erroneous debit to a user's account is the responsibility of the user and Tenant will provide reasonable assistance to the account holder upon request.

Tenant shall be liable for all obligations, liabilities, costs and expenses of operation of the Premises and management of the Premises, including, but not limited to: salaries and wages, advertising, bank service charges, pay at pump fees and related processing fees and charge-backs, credit and debit fees and related processing fees and charge-backs, cleaning expenses, liability and property damage insurance, rentals, telephone, workers' compensation insurance, health insurance, interest, legal and accounting fees, licenses and permits, supplies, FICA taxes, Federal unemployment taxes, state unemployment taxes, fines, penalties, payroll taxes, personal property taxes on property owned by Tenant, state and federal income taxes, sales taxes, other taxes and licenses, as well as any other expenses incurred in connection with or in any way related to the operation of the Premises or to the performance of Tenant's services and satisfaction of Tenant's obligations hereunder. Tenant shall be liable for all claims or demands based on damage or destruction of property or claims resulting from pay at pump transactions or any other credit or debit transactions, or based on injury, illness or death of any person or persons directly or indirectly resulting from the performance of Tenant's services or the performance of Tenant's obligations hereunder. Nothing herein shall be deemed to create a franchise, sub-franchise, partnership or joint venture between Landlord and Tenant.

Tenant represents and warrants that it is knowledgeable in the operation of a gas station and/or convenience store and is familiar with all federal, state and local laws related to that type of business, including, but not limited to, laws relating to (a) the sale of goods below cost, and (b) emergency price controls that become effective during any natural disaster or authorized state of emergency.

7. **Abandonment of Leased Premises.** Tenant agrees not to abandon or vacate the Premises during the Term, and agree to use said Premises only for purposes herein leased until the expiration or termination hereof. None of the equipment shall be removed from the Premises.

8. **Care and Maintenance of Premises.**

(a) Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect, maintain or secure said Premises. Tenant accepts the leased Premises in its present condition and as suited for the intended use by Tenant. Tenant accepts the Premises in an "As-Is" condition with all faults, with any and all latent and patent defects, and Landlord is held harmless for internal, external and cosmetic defects. Tenant must complete a store walk with Landlord's representative. Tenant acknowledges and agrees that there are no express or implied warranties regarding the condition of the Premises. Except for exterior walls, structural foundations, and other repairs described in (b) below, which will be maintained by Landlord, Tenant shall, throughout the Term of this Lease, at Tenant's expense, maintain in good order and repair the leased Premises and all other equipment, and all other improvements, fixtures and equipment located on the Premises, including, but not limited to ensuring that (i) inside light fixtures are routinely

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cleaned and in good operational condition, (ii) periodic painting of the interior of the Premises utilizing colors which are approved by Landlord, and (iii) all HVAC systems are in good repair and operating condition (including replacement of such equipment as necessary) with all filters, coolers, and refrigeration units being routinely checked, repaired, replaced, and kept clear of debris. Tenant further agrees to care for the grounds around the building, including the care of shrubs, general landscaping, including, but not limited to, ensuring that (i) routine lawn and landscape maintenance occurs, and (ii) all parking lot and pump areas are free of weeds and trash. Tenant agrees to be responsible for ensuring that the Premises comply with all applicable laws at all times (including, but not limited to, the Americans with Disabilities Act (as that Act may be amended)), and Tenant is required to make any alterations, maintenance, repairs and replacements necessary to assure and maintain compliance with those laws, whether such modifications are structural or otherwise. Tenant agrees to return said Premises to Landlord at the expiration or prior to termination of this Lease in as good condition and repair as when first received, natural wear and tear and acts of God excepted. Tenant shall take all actions required to keep the Premises and Motor Fuels Property, and its customers, employees, and invitees safe. It is acknowledged that the intent of this Section is for Landlord to have no duty to repair, replace, secure or maintain any portion of the Premises, except as provided herein. Notwithstanding the foregoing, Landlord may elect to maintain and repair the paved areas and maintain and care for the grounds around the building, including the care of shrubs, general landscaping, and Landlord may collect additional funds during a Lease year in order to build a reserve for large paving repairs or repaving. If Landlord makes such election, Tenant shall be responsible for reimbursing Landlord for the costs and expenses of such maintenance and repair, or Landlord may collect such amounts in the same manner as Landlord collects Rent. If Tenant fails to make any repairs or replacements or perform any maintenance required in this Section, Landlord may either make such repairs or replacements or perform such maintenance or hire a company to make such repairs or replacements or to perform such maintenance and in either case, bill Tenant therefor, as Additional Rent, which may be added to the next payment due from Tenant, and if Tenant pays Rent by electronic funds transfer, such amount will be added to the electronic funds transfer amount paid by Tenant or which may be offset against funds owed by Landlord or Supplier to Tenant. If Landlord bills Tenant, Tenant shall reimburse Landlord upon receipt of such bill, and Tenant shall pay to Landlord an additional sum of ten percent (10%) of any such sums due which are not received by Landlord on or before fifteen (15) days after date of such bill.

Tenant shall keep the area around the Motor Fuels Property area clean and free of debris and other and other obstructions. Tenant shall pressure wash the Motor Fuels Property as necessary to keep the Motor Fuels Property in a first class condition. Tenant shall also keep the credit card receipt paper fully-stocked, paper towels fully-stocked, squeegees and windshield washer fluid fully-stocked and keep the trash valets clean and emptied at all times. Landlord shall maintain, repair and replace burned out canopy lights. Landlord will supply Tenant with hoses, nozzles and swivels related to the Motor Fuels Property, and Tenant shall be responsible for replacing hoses, nozzles, and swivels within one (1) hour of a needed repair or replacement. Tenant agrees to advise Landlord when it runs low on such items, so that Landlord may restock the items at the Premises. Tenant shall notify Landlord by contacting their assigned area sales manager of any necessary repairs or replacements related to the Motor Fuels Property or any burned out canopy lights within four (4) hours or less of the initial observance of necessary repairs or replacements. If Tenant fails to clean and stock the Motor Fuels Property as required in this Section, Landlord may hire a company to perform such cleaning and stocking and bill Tenant therefor as Additional Rent, which shall be added to the next payment due from Tenant, and if Tenant pays Rent by electronic funds transfer, such amount will be added to the electronic funds transfer amount paid by Tenant. Landlord may also submit an invoice for such amount, and if Tenant fails to reimburse Landlord upon receipt of such bill, Tenant shall pay to Landlord an additional sum of ten percent (10%) of any such sums due which are not received by Landlord on or before fifteen (15) days after date of such bill.

(b) Tenant may not make any cuts in the roof of the Premises without first obtaining Landlord's prior written consent. Tenant may not damage or cause the roof bond or warranty to be canceled or

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invalidated. If Tenant causes damage or invalidates the roof bond or warranty, Tenant shall repair any such damage at its sole cost and expense, and Tenant shall indemnify, defend and hold Landlord harmless for any such damage or roof bond or warranty invalidation. If Landlord consents to a roof cut, Tenant shall utilize Landlord's roofing contractor so that Landlord's roof bond or warranty will not be invalidated. If no such roof bond exists and Landlord consents to a roof cut, Tenant shall indemnify Landlord against all costs and expenses incurred in connection with any roof leaks caused, in the opinion of a qualified roofing expert acceptable to Landlord and Tenant, by such roof cut. The indemnification obligations in this Section 3(b) will survive the expiration or termination of this Lease.

(c) Except as specifically permitted in Section 5, Tenant may not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

(d) Landlord shall, at its sole cost, expense and risk, maintain, repair and replace any and all pipes, ducts, wires, mains or conduits which do not serve the Premises exclusively, the system for drainage of water therefrom, the foundation, floor slab, the exterior walls, and the structural portion of the Premises, excluding all windows, window glass, plate glass and all doors of the Premises. In no event shall Landlord have any obligation to maintain, repair or replace security systems or cameras located at the Premises notwithstanding whether such items were present at the Premises upon the Commencement Date. Tenant is required to notify Landlord by calling 1-888-422-3009 (or such other number or email provided to Tenant by written notice) within eight (8) hours of any repairs, maintenance or replacements needed for the Common Areas, including, but not limited to, any lighting within the Common Area which is in need of repair. Notwithstanding anything to the contrary contained in this Lease, Tenant shall repair (or replace) any damages to such items caused by Tenant, its employees, agents, contractors, or customers.

9. Destruction of or Damage to Premises. In the event of a partial destruction of the Premises during the term hereof, from any cause, Landlord shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Tenant shall be entitled to a proportionate reduction of Base Rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Premises. If such repairs cannot be made within said sixty (60) days, or in the event that the building in which the Premises is situated is destroyed to an extent of not less than one-third of the replacement costs thereof (including total destruction), Landlord, at his option, may make the same within a reasonable time, this Lease continuing in effect with the Base Rent proportionately abated as aforesaid, and in the event that Landlord elects not to make such repairs, this Lease may be terminated at the option of either party, or if this Lease relates to more than one convenience store premises, Landlord may elect to terminate this Lease as to the convenience store premises affected. Notwithstanding the foregoing, if the Premises or any part thereof is damaged or destroyed by fire or any other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees, or invitees, or if Tenant fails to timely notify Landlord of such damage (as determined by Landlord or its insurer in their sole discretion), Base Rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of the repair or replacement. Notwithstanding anything to the contrary contained herein, if Landlord's lender requires the loan to be paid with the insurance proceeds, Landlord shall have no duty to repair the Premises.

10. Indemnification of Landlord Against Loss or Damage to Premises. For and during the Term, Tenant shall protect, indemnify, defend, and save harmless Landlord, its affiliated entities, owners, principals, officers, managers and shareholders ("Landlord Indemnified Parties"), from and against all claims, demands, liability, losses, or costs, (a) whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant; or (b) to which the Landlord Indemnified Parties may be

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subjected for or by reason of any person, firm, or corporation seeking to hold or holding the Landlord Indemnified Parties liable or in any way responsible for the debts or obligations s incurred in any manner in connection with the conduct and operation of the business conducted on the Premises. Tenant shall indemnify, defend and hold the Landlord Indemnified Parties completely harmless from and against any and all liabilities, demands, suits, claims, losses, damages, fines, penalties, costs or judgments arising by reason of the injury or death of any person or damage to any property of any nature (including, but not limited to, those relating to or arising out of the violation of any federal, state or local environmental protection, health, or safety law, regulation, rule or ordinance), including all reasonable costs of investigation and defense thereof (including, but not limited to, attorneys' fees and court costs), arising out of or incidental to any acts or omissions of Tenant, its officers, employees, agents, representatives, contractors, subcontractors, licensees or invitees, related to (i) this Lease, (ii) Tenant's use or occupancy of, or operations on or connected with, the Premises, and (iii) Tenant's performance of its duties or obligations under this Lease. The Landlord Indemnified Parties will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the Premises or any part thereof.

11. Insurance. Tenant shall, at Tenant's sole cost and expense, maintain the following insurance during the Term:

(a) public liability insurance including bodily injury and property damage insuring Tenant and Landlord, which shall include, among other things, dramshop insurance covering liability from the sale of alcoholic beverages at the Premises (if alcoholic beverages are sold at the Premises), with minimum coverage as follows: $1,000,000.00 LIABILITY INSURANCE COVERAGE;

(b) fire and extended coverage insurance upon property owned by Tenant, including, but limited to, furniture, alterations, additions and anything in the nature of leasehold improvements, in an amount equal to one hundred percent (100%) of the full replacement cost thereof, less any deductible.

(c) Worker's Compensation and Employer's Liability as prescribed by law in the state in which the Premises is located;

(d) Automobile Liability Insurance including non-owned and hired vehicle coverage with limits of liability of not less than $250,000.00 per person per occurrence and $250,000.00 per occurrence for property damage; and

(e) Landlord may require Tenant, and Tenant hereby agrees, to add any additional coverages and/or amounts of coverage as may be requested or demanded by Landlord or by its mortgagee, if any.

All insurance policies required to be carried hereunder shall name Landlord and any party designated by Landlord as named insureds, and shall be primary to any insurance carried by Landlord or any party designated by Landlord as named insureds. The insurance described above shall include the following other insurance amendment: "This insurance is primary insurance with respect to Landlord, and any other insurance maintained by Landlord shall be excess and not contributory in any manner with this insurance." Any and all insurance coverage maintained by Landlord shall be excess or secondary but noncontributing insurance (in neither a concurrent nor pro rata manner) to all insurance policies required to be maintained by Tenant in this Lease. All policies shall be effective on or prior to the date of this Lease and shall remain effective throughout the Term and any holdover or extension periods. Prior to the Commencement Date and thirty (30) days prior to the expiration date of an existing policy of insurance, Tenant agrees to provide evidence of payment of premiums, duplicate copies of policies of the insurance required herein and certificates of insurance with respect to all required coverage. All policies of insurance shall include provisions waiving subrogation against Landlord and prohibiting cancellations or material changes to the policy until thirty (30) days written notice has been given to Landlord by the insurance

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company. All insurance shall be placed with a reputable insurance company acceptable to Landlord and licensed to do business in the state in which the Premises is located. Any deductibles or retentions applicable to any of the insurance required herein shall be payable solely by Tenant.

12. **Compliance with Laws.** Tenant, at its sole cost and expense, shall comply with all statutes, ordinances, requirements and governmental orders of all municipal, State and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Tenant, or which may be applicable because of any act or failure to act of Tenant

13. **Condemnation.** If the whole of the Center, or such portion thereof as will make the Premises unusable for the purposes herein leased, in Landlord's discretion, shall be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be computed and paid as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. If a portion of the Center which will not make the Premises unusable for the purposes herein leased, in Landlord's discretion, is condemned by any legally constituted authority for any public use or purpose, this Lease will not terminate, and the Lease shall be automatically adjusted so as to exclude the portion condemned from the definition of Center as applicable. Tenant acknowledges and agrees that Tenant waives any and all rights in any award made by any condemnation authority as to the Premises notwithstanding the termination of the Lease as herein provided. As used herein, condemnation shall include any sales or conveyances negotiated between Landlord and a governmental authority in lieu of eminent domain or similar transactions.

14. **Assignment and Subletting.** Landlord may assign its interest in this Lease or any interest hereunder at any time, and Landlord shall provide Tenant written notice of any such assignment. Tenant may not assign or sublet this Lease or any interest hereunder, or sublet Premises or any part thereof, or permit the use of the Premises by any party other than Tenant without the prior written consent of Landlord, at Landlord's sole discretion. Consent to any assignment or sublease shall not waive any of Landlord's rights under this Section or have the effect of releasing Tenant from any obligation under the Lease, and all later assignments or subleases shall be allowable only upon the proper written consent of Landlord. In addition, Landlord shall be paid an administration fee of $500.00 for each assignment of this Lease. As used in this Lease, the term "assignment" includes any sale of 50% or more of the voting stock, member or partnership interests of Tenant, or any merger, consolidation or reorganization of Tenant (or any series of any such transactions), regardless of whether Tenant is the surviving entity in such merger, consolidation or reorganization. Any assignment, subletting, or transfer of interest by Tenant which violates this Section 14 shall be void and shall be a default under this Lease.

15. **Default.** (a) It is mutually agreed that the occurrence of any of the following is an event of default under this Lease:

(i) Tenant fails to pay Rent, including Additional Rent, on the date due;

(ii) Tenant fails to perform any of the terms or provisions of this Lease other than the payment of Rent, including but not limited to those enumerated in Section 6 and Tenant fails to cure such event(s) of default within ten (10) days after written notice thereof (unless a different time period is specified or is considered an immediate breach in this Lease);

(iii) a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant, or a receiver is appointed for Tenant's property, or, whether voluntarily or

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involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the Rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred;

(iv) Tenant makes an assignment for the benefit of creditors, or Tenant's effects are levied upon or attached under process against Tenant;

(v) If Tenant is an individual, Tenant (or any one Tenant) dies, or if Tenant is an entity, the death of a principal of Tenant;

(vi) Tenant violates or is in default of any other agreements between Landlord (or an entity affiliated with Landlord) and Tenant (or the prinicipals of Tenant or an entity affiliated with Tenant);

(vii) The Premises is abandoned or vacated as set forth in this Lease (which shall be subject to the remedies set forth in such provision if a remedy is set forth therein);

(viii) Two (2) or more "Violations" (as defined below) occur in a six-month period;

(ix) a default under the Supply Agreement, the termination or a violation of the Supply Agreement, or the business operated upon the property is debranded from the applicable petroleum brand as the result of the acts or omissions of Tenant; or

(x) if the Tenant is operating under a license of Landlord (or an affiliate of Landlord) pursuant to a management agreement or otherwise, and Tenant (including its employees or agents) causes a violation of the license for the Premises (such as selling alcohol or tobacco to a minor) (a "License Default").

(b) In the event of a default, Landlord at its option may (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the Premises shall immediately be returned to Landlord; (ii) not terminate this Lease and enter the Premises and take possession thereof and re-let the Premises or any portion thereof on such terms as Landlord deems appropriate; or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity. In the case of (ii) in the preceding sentence, any rent from any re-letting shall be applied to any indebtedness other than Rent owing to Landlord, second to Landlord's attorneys fees and brokerage fees and other expenses of exercising its rights, and third, to the Rent due, and Tenant agrees to pay any deficiency within ten (10) days of demand by Landlord therefor. If the Premises is located in Georgia, Tenant hereby waives its right to tender rent to Landlord under O.C.G.A. §44-7-52. As set forth in Section 6, if Tenant allows the Premises to be vacant or unattended or ceases selling gasoline or the operation of its business upon the Premises without the prior consent of Landlord for any period in excess of twenty-four (24) hours, an immediate breach of this Lease shall occur, and Landlord may, at its option, terminate this Agreement without the requirement of written notice, and all rights and interests of Tenant hereunder shall thereupon be cancelled. Notwithstanding the foregoing, in addition to the remedies above, Landlord may also apply any amounts held by Landlord or any entity affiliated with Landlord to any amounts due to Supplier and/or apply any amounts held by Supplier or any entity affiliated with Supplier to any amounts due to Landlord.

Should any payment be more than ninety (90) days late, or should any event of default described herein under the terms of this Lease take place, or should any eviction be filed by Landlord, then the full amount remaining due under this Lease shall be automatically accelerated and be immediately due and payable without further notice or demand from Landlord, and this shall include charges for all months

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remaining under the Lease even though Tenant is no longer in possession of the Premises either due to abandonment or eviction. However, should Landlord relet the Premises (Landlord not being under any duty to do so), then Tenant shall receive credit against the amount owed by Tenant for any Rent paid to Landlord for said period remaining under the Lease. Should Tenant pay delinquent Rent up to date and said payment be accepted by Landlord, or otherwise cure any other default then Landlord, at its sole option, may toll this provision and reinstate the Lease, though Landlord is not required to do so.

Landlord or its attorney may give any notice provided in this Section. Upon Lease termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's property therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer, or other tort. If Tenant refuses to surrender possession immediately, Landlord may institute appropriate legal proceedings and Tenant agrees that Landlord may obtain injunctive relief for removal of Tenant, should Tenant's leasehold become subject to cancellation hereunder.

If the Premises is located in the State of Louisiana, then in the event it becomes necessary for Landlord to evict Tenant or cancel the Lease, Tenant hereby waives the five (5) day notice to vacate the leased Premises provided by Louisiana Code of Civil Procedure Article 4701, and consent to the immediate institution of eviction proceedings by Landlord in accordance with Chapter 2 of Title XI of the Louisiana Code of Civil Procedure.

It is expressly agreed that no termination of this Lease as the result of Tenant's default or breach shall have the effect of releasing Tenant from his obligation to pay the full Rent due for the entire period of the then existing Term (including any renewal thereof as provided in this Lease).

(c) Notwithstanding anything to the contrary contained in this Lease, in addition to the other remedies of Landlord set forth above, in the case of a License Default, Tenant shall pay (i) Five Thousand and 00/100 Dollars ($5,000.00) for the first License Default at the Premises, (ii) Ten Thousand and 00/100 Dollars ($10,000.00) for the second License Default at the Premises, and (iii) Twenty Thousand and 00/100 Dollars ($20,000.00) for the third and all future License Defaults at the Premises, as the damages which will accrue to Landlord will be difficult to calculate, and therefore, Tenant shall pay such amounts to Landlord as liquidated damages and not as a penalty. Landlord may collect these funds by transferring these amounts from credit card sales which are held by Supplier.

(d) The following will each constitute a "Violation" under this Lease:

(i) Tenant's failure to maintain landscaping in a good, clean, and healthy condition or failure to otherwise maintain such landscaping pursuant to our specifications;

(ii) Tenant's failure to perform obligations of this Lease;

(iii) Tenant's failure to maintain the paved areas of the Premises in a good, clean, safe, and free of debris condition;

(iv) Tenant's failure to keep the interior of the improvements located on the Premises (including, without limitation, the back of the store, and the restrooms) in a good, clean, working and safe condition. This will include, without limitation, wiping down fixtures, mopping floors, picking up trash routinely, and the removal of any graffiti and/or offensive language;

(v) Tenant's failure to keep the electrical and utility areas on the Premises in a good, clean, working and safe condition and with full access to electrical and utility panels and components. This will include, without limitation, no stacked/stored boxes, merchandise or any equipment in the electrical room;

(vi) Tenant's failure to keep the store fully stocked with fresh, clean merchandise. Merchandise will be in first class condition, no flaws or abrasions and within sell-by date. All items will have price tags and no empty shelves;

(vii) Tenant's sale or display of weapons, pornographic or obscene materials, drug paraphernalia, banned, recalled or other items whose sale is prohibited by applicable law and any other prohibited or nonconforming merchandise (as identified from Landlord or Supplier from time to time);

(viii) Tenant's failure to effect fuel price changes on all exterior price signs at the Premises within thirty (30) minutes after instruction from Landlord or Supplier;

(ix) Tenant's failure to notify Landlord of any repairs needed for which Tenant is obligated to notify Landlord by the method required in this Lease, within the timeframe required after discovery (or when it should have reasonably discovered) of the condition warranting such request;

(x) Tenant's failure to provide courteous, honest, and appropriate service to its customers as shown by documented customer complaints;

(xi) Tenant's failure to maintain brand standards or a failure of a customer value proposition or mystery shop;

(xii) Tenant's failure to correct a previous Violation at the time of the next inspection performed by Landlord;

(xiii) Tenant's failure to maintain sufficient funds in the accounts provided to Landlord necessary to avoid items being returned marked 'NSF" or "Insufficient Funds"; or

(xiv) Tenant's failure to accurately perform a motor fuel price survey within the timeframe required by 6 (16) in the Supply Agreement (as defined below).

Notwithstanding and without limiting any provision in this Lease, (A) upon the first Violation during any consecutive six month period, Landlord will issue a warning to Tenant, (B) upon the second and for each subsequent Violation during the six month period, Landlord may impose a fine not to exceed $500.00, and (C) upon the third and any subsequent Violation(s) during the six month period, an event of default will be deemed to have occurred and Landlord may impose a fine not to exceed $1,000.00.

16. **Entry for Carding, etc.** Landlord may card Premises "For Rent" or "For Sale" sixty (60) days before expiration or termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, to inspect, repair or upgrade the Premises, or to make repairs to Landlord's adjoining property, if any.

17. **Mortgagee's Rights.** This Lease is and shall be subordinated to all existing and future liens and encumbrances against the Center.

18. **No Estate in Land.** This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant's interest in the Premises is possessory only, and personal to Tenant, and is not subject to levy or sale, nor assignable by Tenant except by Landlord's consent.

19. **Holding Over.** If Tenant remains in possession of the Premises after expiration or termination of the Term hereof, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a Tenant at will at 150% the rental rate in effect at the end of the Lease. The failure of Landlord to invoice the Rent at 150% as set forth in the preceding sentence, or the action of Landlord sending an invoice that includes Rent at a renewal rate as set forth in Section 3 above shall not be treated as a renewal of the Term or evidence of a renewal of the Term if the Lease has not been renewed as

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required in Section 2 above. There shall be no renewal of this Lease by operation of law. If Tenant does not vacate the Premises immediately upon expiration or termination of this Lease the damages which will accrue to Landlord will be difficult to calculate, and therefore, Tenant shall pay to Landlord, as liquidated damages and not as a penalty, in addition to Rent due as set forth herein, the sum of ten thousand dollars ($10,000.00) as Additional Rent which shall be paid to Landlord within seven (7) days after such expiration or termination.

20. Attorney's Fees and Homestead. If any Rent or sums owing under this Lease are collected by or through an attorney at law, or if Landlord uses an attorney to regain possession of the Premises, Tenant agrees to pay Landlord's attorney's fees. If suit should be brought for recovery of the Premises, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party will be entitled to all costs incurred in connection with such action, including reasonable attorney's fees. As used throughout this Lease, attorney's fees shall include fees for the time of inhouse attorneys at a reasonable rate based on attorneys' fees for attorneys which are in the same geographic market as the inhouse attorneys.

Tenant waives all homestead rights and exemptions, which it may have under any law against any obligations owing under this Lease. Tenant hereby assigns to Landlord its homestead and exemption.

21. Security Deposit. Tenant has deposited Thirty-five Thousand and 00/100 Dollars ($35,000.00), ("Security Deposit") which shall be held by Landlord or Supplier, at Landlord's option, and Landlord may fund portions of the Security Deposit to Supplier to remedy defaults under the Supply Agreement and Supplier may fund portions of the Security Deposit to Landlord to remedy defaults under the Lease. The Security Deposit is being held to ensure the performance of Tenant's obligations under this Lease and to ensure the performance of Tenant as customer under the Supply Agreement, including without limitation the surrender of possession of the Premises to Landlord as herein provided. It is acknowledged and agreed that Landlord is not establishing a separate account for the Security Deposit, and the Security Deposit may be commingled with other monies of Landlord. Further, Tenant shall not be entitled to interest, if any, on the Security Deposit. In the event any default shall be made in the performance of any of the covenants on the part of Tenant with respect to any item or matter, Landlord shall have the right, but shall not be obligated, to apply the Security Deposit to the curing of such default.

Any such application of the Security Deposit by Landlord shall not be a defense to any action by Landlord arising out of said default and shall be in addition to any other remedies available to Landlord as may be provided by law or this Lease; and, on demand, Tenant shall restore the Security Deposit to the full amount set forth above. On the expiration, or earlier termination, of this Lease, or any extension or renewal thereof, provided Tenant has paid all of the Rent herein called for and fully performed all of the other provisions of this Lease to be performed on its part, Landlord will return to Tenant any then remaining balance of the Security Deposit.

22. Service of Notice. Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time, or occupying said Premises. If no person is in charge of occupying said Premises, then attaching the same on the main entrance to the Premises may make such service or notice. All notices shall be given via personal delivery, sent via U.S. Mail, certified mail, return receipt requested postage prepaid, or sent via nationally recognized overnight courier service to the Premises in the case of notice to Tenant, and to the address set forth above in the case of Landlord. Such notice shall be deemed given at the time of personal delivery, or at the time of deposit in the mail, or upon delivery by overnight courier, as applicable; provided, however, the parties agree that Landlord may deliver

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notices by email or docusign to the email address set forth below Tenant's signature, and such notice shall be deemed given at the time such email is sent or docusign is viewed, as applicable.

23. **No Waiver of Rights.** All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative, including those rights given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties or with their affiliated parties (or customs or practices of Landlord or its affiliated entities with third parties) at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

24. **Liens.** (a) If, because of any act or omission of Tenant, any mechanic's or other lien shall be filed against the Premises or upon the Center or against Landlord with respect to the Premises, Tenant shall, at its expense, within five (5) days after receipt of notice of the filing thereof, cause the same to be canceled and discharged of record or furnish Landlord with a surety bond issued by a surety company, protecting Landlord from any loss resulting from nonpayment of such lien claim, and further, shall indemnify and save harmless Landlord from and against any and all cost, expenses, claims, losses or damages, including without limitation reasonable attorneys' fees, arising from or relating to Landlord's actions to protect itself with respect to such filing. If Tenant fails to discharge such lien or provide such bond within such five (5) day period, Landlord may take actions to protect itself, including but not limited to, paying satisfying the lien or obtaining a surety bond, and in such case, Tenant shall reimburse the Landlord for such amounts as Additional Rent within one (1) business day after receipt of a bill from Landlord or such amount may be added to the next payment due from Tenant, and if Tenant pays Rent by electronic funds transfer, such amount will be added to the electronic funds transfer amount paid by Tenant or which may be offset against funds owed by Landlord or Supplier to Tenant. The provisions of this Section will survive the expiration or termination of this Lease.

(b) Landlord shall have at all times a valid lien and right of setoff for all sums of money becoming due hereunder from Tenant, upon all inventory, goods, wares, equipment, fixtures, furniture, signs, accounts and proceeds, other tangible property and other personal property of Tenant situated on the Premises, and, except in the ordinary course of Tenant's business, such property shall not be removed therefrom without the consent of Landlord until all sums of money then due to Landlord hereunder shall first have been paid and discharged. Tenant hereby agrees to execute any and all documents as are necessary for or requested by Landlord to establish or perfect any lien rights in favor of Landlord or any lender of Landlord. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein or by law enter upon the Premises and take possession of any and all inventory, goods, wares, equipment, fixtures, furniture, signs, other tangible property and other personal property of Tenant situated on the Premises without liability for trespass or conversion, and sell the same with or without notice at public or private sale, with or without having such property at the sale at which Landlord or its assigns may purchase, and apply the proceeds thereof, less any and all expenses connected with the taking of possession and sale of the property, as a credit against any sums due by Tenant to Landlord or Supplier. Any surplus shall be paid to Tenant and Tenant agrees to pay any deficiency forthwith. Alternatively, the lien hereby granted may be foreclosed in the manner and form provided by law for foreclosure of chattel mortgages or in any other form provided by law as may be required by the Uniform Commercial Code of the State wherein the Premises is located in order to preserve the priority of the lien created by this Section. The express contractual lien hereby granted is in addition and supplementary to any other lien available to Landlord, including but not limited to, any statutory lien.

25. **Brokers**. Landlord agrees to pay a commission to _____N/A_____ ("**Broker**") pursuant to the terms of a separate commission agreement. Landlord and Tenant each represent and warrant

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to the other that each party has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, except Broker, and that it knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease. Landlord and Tenant each agree to indemnify, defend and hold the other harmless from all costs and liabilities, including without limitation reasonably attorneys' fees and costs, arising out of or in connection with claims made by any other broker or individual who alleges that it is entitled to a commission or fees with regard to this Lease as a result of dealings it had with the indemnifying party. Scott A Moon is a licensed Real Estate Agent in the State of Georgia.

26. **LIMITATION OF LIABILITY. IF, AS A CONSEQUENCE OF A DEFAULT BY LANDLORD UNDER THIS LEASE, TENANT RECOVERS A MONEY JUDGMENT AGAINST LANDLORD, SUCH JUDGMENT MAY BE SATISFIED ONLY OUT OF THE PROCEEDS RECEIVED UPON EXECUTION OF SUCH JUDGMENT AND LEVIED THEREON AGAINST THE RIGHT, TITLE AND INTEREST OF LANDLORD IN THE CENTER AND THE PROPERTY UPON WHICH THE CENTER IS LOCATED (THE "CENTER PROPERTY") AND OUT OF THE RENT OR OTHER INCOME FROM SUCH PROPERTY OR OUT OF CONSIDERATION RECEIVED BY LANDLORD FROM THE SALE OR OTHER DISPOSITION OF ALL OR ANY PART OF LANDLORD'S RIGHT, TITLE OR INTEREST IN THE CENTER AND THE CENTER PROPERTY, AND LANDLORD WILL NOT BE LIABLE FOR ANY DEFICIENCY. TENANT AGREES TO BRING ANY ACTION OR CLAIM IT MAY HAVE AGAINST LANDLORD OR ITS AFFILIATES WITHIN 1 YEAR OF ACCRUAL OF SUCH ACTION OR CLAIM OR WITHIN ONE YEAR AFTER THE EXPIRATION OR TERMINATION OF THIS LEASE**

27. **Confidentiality**: The terms and conditions of this Lease are confidential and shall not be disclosed by Tenant to any third party without the prior written consent of Landlord, and no public statements or announcements shall be issued by Tenant relating to this Lease without the prior written consent of Landlord, provided that nothing herein shall prevent either party from supplying such information or making such statements or disclosures relating to this Lease before any competent governmental authority, court or agency, or as such party may consider necessary in order to satisfy its obligations under applicable laws, regulations or generally accepted accounting principles, including, without limitation, statements or disclosures to such party's attorneys, accountants or other professional advisors; provided that such party shall send notices of any such statements or disclosures to the other party as soon as possible.

28. **Severability.** In the event any portion or portions of this Lease are declared unconstitutional, illegal, void, unenforceable, invalid, or of no force and effect, the balance of this Lease will not be affected or impaired and shall remain in full force and effect and enforceable as a binding contract.

29. **Time is of Essence.** Time is of the essence of this agreement.

30. **Terms Inclusive.** This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, are of any force or effect. "Landlord" as used in this Lease includes Landlord, its assigns, and successors. "Tenant" includes Tenant, his heirs, its assigns, successors and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sub-lessees, as to such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, and shall also include any corporation, partnership, other entity or individual as may fit the particular parties.

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31. Special Stipulations. Insofar as the following stipulations conflict with any of the foregoing provisions, the following shall control:

(a) Landlord (and its assigns) retains the exclusive right for the entire Term (including any renewal thereof as provided in this Lease) to install, operate, and maintain payphones, ATMs, automated gaming machines, bitcoin or other cryptocurrency machines, bill pay machines, electric vehicle charging stations, Air/Vac machines and other Third Party Equipment upon the Center. Tenant acknowledges this exclusive right and agrees that it will not allow any similar or competing product or service to be installed or placed thereon.

(b) Landlord reserves the right to grant easements, rights-of-ways, licenses and other encumbrances affecting the Center.

(c) If the Lease incorrectly describes the Premises that the parties intended Tenant to lease, or other material terms of this Lease and such other material terms are reflected in a letter of intent or other agreement with the parties, Landlord has the unilateral right to amend the Lease and must send Tenant a copy of such amendment within ten (10) days of signing.

(d) At any time after the date hereof, Landlord may terminate this Agreement for any reason or no reason by giving Tenant at least sixty (60) days prior written notice. This termination right is absolute and complete and may not be waived or modified except in writing. No oral representation, delineated reliance, custom or behavior by anyone, including Landlord's representatives, shall in any way modify, alter, terminate or otherwise change this absolute right of termination. If Landlord exercises its right of termination, Landlord shall not be liable to Tenant for any compensation or damages under this Agreement.

(e) During the term of this Agreement, and for a period of one (1) year after its termination or expiration, within a three (3) mile radius of the Premises, Tenant, shall not, directly or indirectly or in any way whatsoever, engage, as principal, agent, employee, consultant, trustee, active or passive investor, or through any corporation, partnership, association or other entity or individual in any business, activity or enterprise which in any way offers retail sales of products or merchandise similar to that sold at the Premises, or that otherwise competes with the business operated on the Premises.

(f) Tenant's rights hereunder are expressly conditioned upon Tenant entering into a fuel services agreement or supply agreement, as applicable, with **HALLMARK PETROLEUM, LLC** ("Supplier") or such other supplier designated by Landlord from time to time (the "Supply Agreement") for the exclusive supply of petroleum products to the Premises for the Term (including any renewal thereof as provided in this Lease). The forecourt and/or backcourt of the Premises may be rebranded or debranded by Supplier or Landlord at any time and from time to time, in Supplier's or Landlord's sole discretion. Any default or violation by Tenant as customer under the Supply Agreement or termination of the Supply Agreement shall also be an event of default hereunder.

(g) Landlord or its affiliate, at Landlord's sole discretion, may enter into a franchise agreement with a franchisor (the "Franchisor"), or Landlord may require Tenant to enter into a franchise agreement with a Franchisor (as may be amended from time to time, the "Franchise Agreement"). Tenant shall be responsible for reimbursing Landlord for any amounts required by the Franchise Agreement and due from Landlord, including, but in no way limited to, the monthly royalty fee (currently 3.5%), technology fee, advertising/marketing fee, franchise transfer fee and any other fees that may be required as Additional Rent, such reimbursement to be billed to Tenant and collected in the same manner as Rent. Tenant may be required to purchase and maintain any software licenses or computer systems required by Franchisor and would be required to pay for all fees and maintenance required to maintain any such software licenses or computer systems. Except if caused by Landlord, any violation or default under the Franchise Agreement

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or the brand standards under such Franchise Agreement, or a termination of the Franchise Agreement, will be a default of this Lease. Any costs or payments associated with the installing of furniture, fixtures, equipment, or machinery by Landlord or Franchisor will be the sole responsibility of Tenant.

(h) Tenant agrees not to enter into any contracts, agreements or other obligations affecting the Premises which have a term of longer than the term of this Lease. Tenant may not enter into any contracts, agreements or other obligations affecting the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. Landlord's review of such contract is solely for confirming compliance with this Lease, and Tenant shall not rely on Landlord's review for any purpose. Tenant shall provide reports of all revenue and profit derived from all sales at the Premises (including sales and services provided through any third-party vendors) broken out by revenue source on a monthly basis as follows: Within five (5) days after the end of each month, Tenant shall deliver to Landlord at consignment@majorsmgmt.com for the preceding month such reports in form and content satisfactory to Landlord. If the form and content is not satisfactory to Landlord, Landlord may advise Tenant of the changes needed, and Tenant shall submit the revised information to Landlord within two (2) business days after receipt of such requested revisions. Landlord may audit Tenant's records at any time to obtain or confirm such information.

(i) Notwithstanding anything to the contrary contained herein, Tenant shall be entitled to 70% of the profit for the gaming machines during the Term, or at Landlord's option, Landlord may allow Tenant to enter into the contracts for gaming machines.

(j) Landlord may require Tenant to enter into a license agreement with Hop-In (as may be amended from time to time, the "License Agreement"). Tenant shall be responsible for reimbursing Landlord for any amounts required by the License Agreement and due from Landlord, including, but in no way limited to, the monthly program fee, technology fee, advertising/marketing fee, license transfer fee and any other fees that may be required as Additional Rent, such reimbursement to be billed to Tenant and collected in the same manner as Rent. Except if caused by Landlord, any violation or default under the License Agreement or the brand standards under such License Agreement, or a termination of the License Agreement, will be a default of this Lease.

32. Intentionally omitted.

33. <u>Additional Provisions.</u>

33.1. Without limiting the other terms and conditions of this Lease, Tenant specifically acknowledges and further agrees that: (a) there are inherent risks in the operation of a business at the Premises and Tenant is willing and able to bear such risks, including, without limitations the loss of any investment in the Premises or such business upon expiration or termination of this Lease; (b) upon expiration or termination of this Lease for any reason, Landlord shall have the right to use the Premises as it deems appropriate, including, but not limited to, selling the Premises, operating a gas station or convenience store upon the Premises, converting the Premises to any other use Landlord deems appropriate or leasing the Premises to a new lessee; (c) Landlord has no obligation to lease the Premises to any new lessee, whether or not a prospective lessee is willing to purchase Tenant's inventory, trade fixtures, or equipment; (d) any improvements, fixtures or equipment which are not or are not permitted to be removed in accordance with the provisions of the Lease shall become the sole and entire property of Landlord upon expiration or termination of this Lease; (e) Landlord has no obligation to reimburse Tenant for any losses which Tenant might suffer in the operation of Tenant's business at the Premises or due to the expiration or termination of this Lease; (f) Tenant has no option, first right of refusal, first right of offer, or any other right of any nature to purchase the Premises; (g) Landlord has no obligation to purchase any of Tenant's

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inventory, equipment or trade fixtures, or to reimburse Tenant for any sums invested by Tenant to improve the Premises or the business operated by Tenant on the Premises; and (h) upon expiration or termination of this Lease, Landlord shall not be liable to Tenant for any compensation or damages of any kind.

33.2. USA Patriot Act. Tenant represents to Landlord that, (i) neither Tenant nor any person or entity that directly owns a 10% or greater equity interest in it nor any of its officers, directors or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (the "Executive Order") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (ii) that Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) that throughout the term of this Lease, Tenant shall comply with the Executive Order and with the Money Laundering Act.

33.3 Third Party Beneficiaries. This Lease is personal to Tenant and is intended for the sole use and benefit of Landlord (and its affiliated entities) and Tenant. Nothing contained herein shall be deemed, interpreted, or construed to create, or express any intent to create, third party beneficiary rights in favor of any person or entity, except for any indemnified party (or other person entitled to be indemnified pursuant to this Lease), and Landlord (and its affiliated entities) and Tenant specifically state and agree that no such intent exists.

33.4 Estoppels and Subordination Agreements. Within five (5) days of a request from Landlord, Tenant will execute and deliver to Landlord (or its designee), (1) a written instrument in a form requested by Landlord (including the signatures of witnesses or notaries as applicable) (a) certifying that this Lease has not been modified and is in full force and effect, or if there has been a modification, that this Lease is in full force and effect as modified and identifying the modification, (b) certifying the dates to which Rent and other sums due from Tenant under this Lease have been paid, (c) stating whether, to the best knowledge of Tenant, Landlord is in default or breach of this Lease, and if so, the grounds of such default or breach, (d) stating the commencement date of this Lease, and (e) any other items reasonably requested by Landlord or Landlord's lender; and (2) such subordination, non-disturbance and attornment agreements required by Landlord's lender.

33.5 Correspondence. Tenant shall forward to Landlord within twenty-four (24) hours of receipt thereof, a copy of any and all correspondence, notices, lawsuits, citations, summons, liens, instruments or other writings of any nature delivered or mailed to Tenant, Landlord or the Premises with respect to any lien, claim or demand against Tenant, Landlord or the Premises, or in any way related to the condition of the Premises, the use or occupancy of the Premises, or with respect to zoning, taxes, applicable laws and regulations or condemnation. If Tenant fails to comply with this Section, Tenant shall be responsible for any losses, claims or damages caused by such failure, and Tenant shall indemnify, defend, and hold Landlord (and its affiliated entities) harmless for such failure.

33.6 Billboards. Notwithstanding anything to the contrary contained in this Lease, Landlord, in its sole and absolute discretion, will have the right to contract for one or more off-site billboards or signs advertising the operations conducted on the Premises (a "Billboard"). Should Landlord terminate use of one or more of these Billboards, or change use such that the new use does not affect or benefit the Premises

in any way, which in either case, Landlord may do so at any time in its sole and absolute discretion without Tenant's consent. There will be no increase or reduction in Rent resulting from the addition or deletion of any Billboard, provided further that nothing contained in this Lease will require Landlord to obtain any Billboards.

33.7 No Presumption Against Drafter. Landlord and Tenant understand, agree, and acknowledge that (a) this Lease has been freely negotiated by both parties, and (b) in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of such party having drafted this Lease or any portion thereof.

34. Cross-Default. A default by Tenant under this Lease will constitute a default under all other agreements between Tenant (or principal of Tenant or any entity affiliated with Tenant) ("Tenant Parties") and Landlord (or any entity controlled by or under common control with any principal of Landlord) ("Landlord" Parties"), and a default under any other agreement between any Tenant Parties and Landlord Parties shall be a default under this Lease.

35. Governing Law; Venue. This Lease is delivered in the State of Georgia and shall be construed according to the laws of the State of Georgia. This Lease shall inure to the benefit of and be enforceable by Landlord and its successors and assigns, as holder and owner of the Lease, and shall be enforceable against and binding upon Tenant and Tenant's heirs, representatives, successors and assigns. Venue on any suit, action or proceeding to enforce this Lease will be proper only in the appropriate state court of Georgia sitting in Gwinnett County, Georgia. Each party hereby: (a) irrevocably submits to the personal jurisdiction of the appropriate state court in Gwinnett County, Georgia, as well as the jurisdiction of all courts to which an appeal may be taken from such courts, in any suit, action or proceeding arising out of or relating to this Lease or any facts and circumstances leading to its execution or performance; (b) agrees that all claims in respect of such suit, action or proceeding must be brought, heard and determined exclusively in such courts; (c) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such courts; (d) agrees not to bring any suit, action or proceeding arising out of or relating to this Lease in any other court; (e) waives any objection that venue is improper; and (f) waives any defense of inconvenient forum to the maintenance of any suit, action or proceeding so brought. Nothing shall prevent Landlord from bringing a dispossessory or eviction proceeding in the appropriate court in the state and county in which the Premises is located.

Initial: DS KA For Tenant DS SAM For Landlord

37. Recording. Tenant agrees that Tenant will not record this Lease nor any Memorandum of Lease.

38. Expiration or Termination of the Term. All of Tenant's personal property, and all furnishings, movable trade fixtures and equipment which are not permanently attached to the Premises shall be deemed the property of Tenant, and upon the expiration or earlier termination of this Lease, Tenant may, or if Landlord requires, shall, remove such items so installed in the Premises, and Tenant shall, prior to the expiration or earlier termination of this Lease, repair any damage caused by such removal. If Landlord requires Tenant to remove its furnishings, movable trade fixtures or equipment, and Tenant fails to do so, Landlord may remove such items, and Tenant shall reimburse Landlord for all costs related to such removal. All point of sale systems, upgrades or replacements to existing equipment, and all alterations, additions or improvements that are permanently attached to the Premises, including without limitation air conditioning and heating equipment, shall become the property of Landlord upon their installation at the Premises and

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Tenant may not remove such items at any time during the Term (except that Tenant may replace an item with an item in like-new condition that is as good as or better than such item) or upon the expiration or termination of this Lease. Upon the expiration or earlier termination of this Lease, Tenant shall deliver the Premises to Landlord broom clean and in good repair and condition, reasonable wear and tear excepted. If Tenant leaves any personal property in the Premises after the expiration or earlier termination of this Lease, at the option of Landlord, such property shall become the property of Landlord. Tenant shall clean all windows and plate glass, including the removal of any stickers, signs or other decorations on such glass.

39. Non-Delivery of Possession. In the event Landlord cannot deliver possession of the Premises to Tenant upon the Commencement Date, through no fault of Landlord or its agents, Landlord and its agents shall have no liability under this Lease due to failure to deliver the Premises. In such event, Rent due shall be reduced on a pro-rata basis with Tenant responsible for payment of Rent beginning on the date the Premises are made available for delivery. Landlord or its agents will have thirty (30) days in which to make the Premises available for possession. At such time as the Premises becomes available, Tenant agrees to accept the Premises and pay Rent as agreed upon in the Lease. In the event Landlord is unable to deliver possession of the Premises to Tenant within thirty (30) days after the Commencement Date, this Lease will automatically terminate and all money paid by Tenant to Landlord shall be refunded to Tenant.

40. Environmental. Tenant shall comply with all environmental laws, rules and regulations pertaining to the operation of the business on the Premises including all of the requirements pertaining to underground storage tanks. Tenant represents that it is familiar with and knowledgeable about the operation of the Motor Fuels Property and the hazards associated therewith. Tenant is aware of the location and method of operation of the outside emergency cut-off switch and the cashier emergency cut-off switch and will insure that all of its employees or other operators have been trained with respect to operation of the Motor Fuels Property including emergency cut-off switches. Landlord may engage a company to perform all environmental compliance work and testing on Tenant's behalf and at Landlord's expense, or Landlord may perform such work. Tenant shall allow access to the Premises for all such work and testing. Further, without limiting the foregoing, Tenant agrees to the following:

(a) Tenant is involved in the sale of petroleum products upon the Premises. Tenant understands and acknowledges that the leakage of petroleum products from underground tanks and/or other petroleum dispensing equipment is a concern for which Tenant accepts responsibility as the operator of a retail facility. Tenant must take diligent and continual cautions to discover and stop any such leakage through adequate inventory control.

(b) Tenant agrees to notify promptly Landlord of any release or unexplained loss of products. Tenant shall confirm in writing to Landlord any such oral notification within twenty-four (24) hours.

(c) Tenant agrees to retain inventory control compliance records for all underground tanks for a minimum of three (3) years and to make such records available to Landlord for inspection and copying during normal business hours. In no event shall Tenant destroy such inventory control compliance records without making them available to Landlord.

(d) Tenant agrees to inspect the petroleum product storage and handling facility, and surrounding areas at least once a week for indications of possible leakage. This inspection should include, but is not limited to, careful visual review of the following areas: (1) around and under product dispensers; (2) inside remote pump access boxes; (3) inside product full boxes; (4) the spill bucket area; and (5) low

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areas, such as pumps, hillsides or culverts. Any indication of leakage (actual product or odors thereof) should be reported promptly as stated above. Tenant shall notify Landlord within four (4) hours of any problems discovered during such inspection, and if the failure to notify Landlord within such four (4) hour timeframe exacerbates the repair or necessitates a replacement of the equipment, Tenant shall be responsible for such incremental costs. Except to the extent caused by Tenant or Tenant is responsible because of a failure to report a problem to Landlord as required in this Lease, Landlord shall be responsible for all repairs and replacements of the underground storage tanks and associated piping.

(e) Tenant agrees to conduct, at a minimum, a daily inspection of hoses, certified equipment, breakaways, valves, seals, vapor recovery systems, underground storage tanks and other equipment to ensure Stage II Recovery compliance and shall be solely liable for any non-compliance. Tenant shall immediately shut down the Motor Fuels Property if continued operation would be dangerous or unsafe.

(f) Tenant agrees to indemnify, defend, and hold Landlord harmless from all clean-up costs, personal injury, death or property damage claims, and fines or penalties which arise out of or are related to the leakage of petroleum products during the Term of the Lease as the result of any acts or omissions of Tenant, its agents, employees, invitees, or affiliates. Further, at Landlord's election, to the extent such Tenant agrees to participate in the applicable states' Underground Storage Tank Trust Fund and take all actions necessary to maintain eligibility thereunder. Tenant shall be liable for the deductible under such applicable states' Trust Fund, should a release occur. If the Premises is in the State of Texas, then Tenant agrees to comply with the Texas Commission on Environmental Quality's Financial Assurance requirements pertaining to the petroleum underground storage tanks, Tenant shall provide proof of compliance upon Landlord's demand.

{SIGNATURES ON FOLLOWING PAGE}

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WITNESS our hands and seals as of the date first written above.

LANDLORD:
DIP CENTER, LLC

DocuSigned by:
By: Scott A. Moon (seal)
7CE3698E5ADC47...
Name: Scott A. Moon
Title: Manager

TENANT:
RHPP TRADING LLC

DocuSigned by:
By: Rajesh Arora (seal)
D6F48218AA2C4D8...
Name: Rajesh Arora
Title: Manager
Email: rajeshathens@gmail.com

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure	Application Type	Transfer - License?	Establishment Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☑ New Business ☐ New Owner ☐ Location Change	☑ No ☐ Yes Relocation Date	☑ 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	Trade Name (DBA)		
RIPP TRADING LLC	HOP-IN		
Company Physical Address (Street Address, not P.O.)	**City**	**State**	**Zip Code**
810 DAUPHIN ISLAND PKWY	MOBILE	AL	36606-4230

Business Contact Person Information

Name	Title	Phone	Email
RAJESH ARORA	MEMBER		mlbfranotta@gmail.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
3500	19	12	✓	B-3	✓

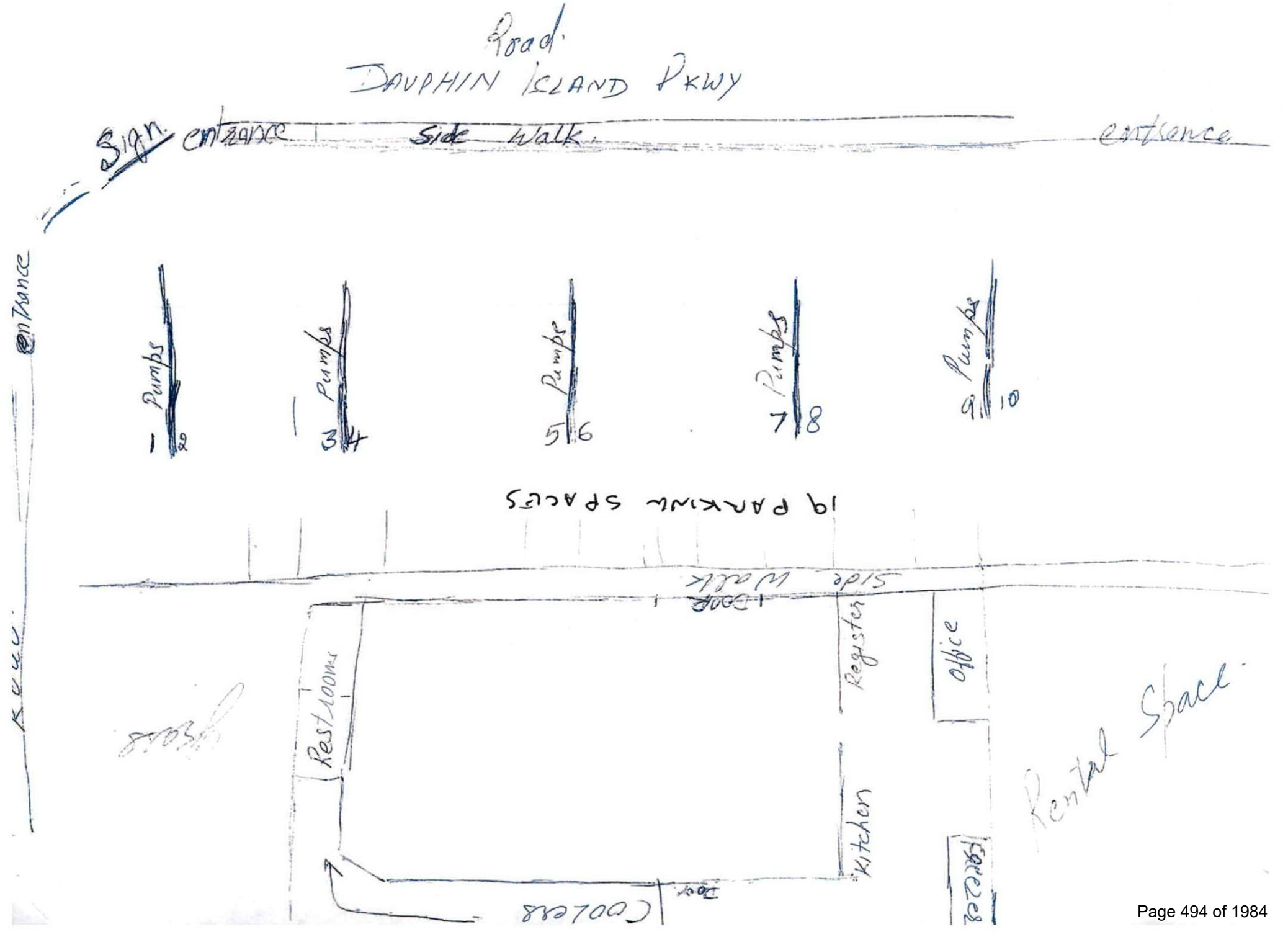
Comments

EXISTING CONVENIENCE STORE

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	9.10.2025

Revision Date 10.23.2023

] Planning and Zoning


Road.
DAUPHIN ISLAND PKWY
Sign
entrance
Side Walk.
entrance
entrance
1 Pumps 2
3 Pumps 4
5 Pumps 6
7 Pumps 8
9 Pumps 10
19 PARKING SPACES
Side Walk
Register
Office
Rest Rooms
Kitchen
Cooler
Rental Space

Planning & Zoning Department

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

PERMIT NUMBER
ZC-160728-2025
Issue Date: 09/09/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022910283003085.	810 Dauphin Island Pkwy	

Business Name	Issued To	Zoning Districts
HOP-IN	Name: RAJESH ARORA Company: HOP-IN Address: 810 Dauphin Island Pkwy MOBILE, AL 36606 Phone: (404) 935-3358	B-3

This Zoning Classification Allows the property to be used for:
GAS STATION & CONVENIENCE STORE

Conditions of Use

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

Issued By: Jackson Taylor

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

Telephone:251.208.5895

Fax: 251.208.5896

RESOLUTION

Sponsored by: Councilmember Josh Woods, District 6

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

Type of application:	Restaurant Retail Liquor License
Submitted by:	Bamboo Group, Inc.
Location:	Bamboo Japanese Steakhouse Restaurant 650 Cody Road, S. Mobile, AL 36695

Adopted:

_____
City Clerk

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

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/25/2025	TRANSFER - OWNERSHIP	2025 - 5750	132557	6	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)
020 - RESTAURANT RETAIL LIQUOR

Legal Business Name
BAMBOO GROUP INC

Trade Name (DBA)
BAMBOO JAPANESE STEAKHOUSE RESTAURANT

Location Address
650 CODY RD S

City, State, Zip Code
MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

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

OFFICE OF THE CITY COUNCIL

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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

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020 - RESTAURANT RETAIL LIQUOR

Legal Business Name
BAMBOO GROUP INC

Trade Name (DBA)
BAMBOO JAPANESE STEAKHOUSE RESTAURANT

Location Address
650 CODY RD S

City, State, Zip Code
MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251) 208-7411 • FAX (251) 208-7482

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **September 19, 2025**

Re: **Application # 5750 / 650 Cody Rd. S.**

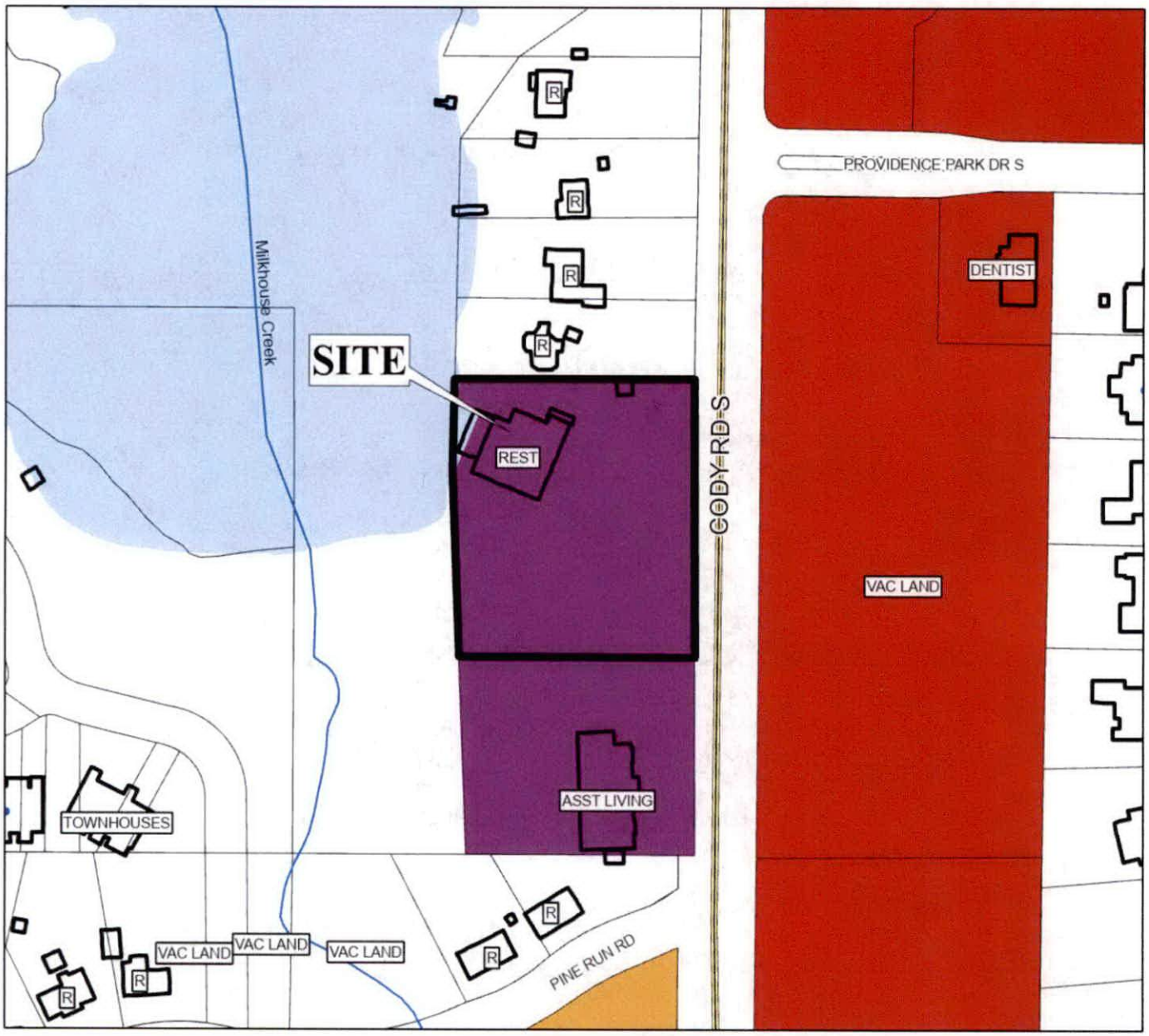
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned LB-2. This is to advise that a restaurant with retail liquor sales is a permitted use in this zoning district.

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

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

The site is located in District # 6, Josh Woods (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5750 DATE 9/30/2025

APPLICANT BAMBOO GROUP NC

LOCATION 650 CODY RD S

REQUEST ALCOHOLIC BEVERAGE LICENSE

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

NTS

LANDUSE SURVEY CONDUCTED 2010

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/25/2025	TRANSFER - OWNERSHIP	2025 - 5750	132557	6	September 30, 2025

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
020 - RESTAURANT RETAIL LIQUOR	

Business Information

Legal Business Name	Trade Name (DBA)
BAMBOO GROUP INC	BAMBOO JAPANESE STEAKHOUSE RESTAURANT

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
CORP - CORPORATION	01/13/2023	001-057-588	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	
92-1736457	R012315433	(redacted)	

Physical Address (Street Address, Suite #)	City	State	Zip Code
650 CODY RD S	MOBILE	AL	36695

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
650 CODY RD S	MOBILE	AL	36695

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
RESTAURANT	N/A

Contact Person Information

Name	Title	POA	Phone	Email
TON HUA	OWNER		(redacted)	TONHUA@YAHOO.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
BAMBOO JAPANESE STEAKHOUSE RESTAURANT INC	BAMBOO JAPANESE STEAKHOUSE RESTAURANT

ABC License Type	License Number	Any ABC Pending Actions
020 - RESTAURANT RETAIL LIQUOR	001888349	NO

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
KENNETH N LLC	(redacted)	

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
620 CODY RD S	MOBILE	AL	36695

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
7,000	99	YES	NO	SINGLE STRUCTURE	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	YES
Is the business used to habitually and principally provide food to the public?	YES
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials NT

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**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
TON HUA	OWNER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
YES	EXPIRED TAG	MOBILE COUNTY SHERIFF	12/02/2015	PAID FINE AND SISMISSED

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
N/A			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

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

Applicant/POA Initials NT

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

NT 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.

NT 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.

NT 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.

NT 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.

NT 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.

NT 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.

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

Owner/Applicant/POA Printed Name	Date of Application Signature
Ton Hua	9/15/2025
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
Ton Hua	Owner

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

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner	R Shawn Skinner	November 19 2025

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/25/2025	TRANSFER - OWNERSHIP	2025 - 5750	132557	6	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)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

BAMBOO GROUP INC

Trade Name (DBA)

BAMBOO JAPANESE STEAKHOUSE RESTAURANT

Location Address

650 CODY RD S

City, State, Zip Code

MOBILE AL 36695

Contact Person Information

Name	Title	POA	Phone	Email
TON HUA	OWNER			TONHUA@YAHOO.COM

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

What is/was the start date of this business? 07/25/2025

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

Tara Harris

Revenue Department Representative

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 adverting 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:

BAMBOO GROUP INC

dba BAMBOO JAPANESE STEAKHOUSE RESTAURANT

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

020 - RESTAURANT RETAIL LIQUOR and

for the premises located at

650 CODY RD S , 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 - 5750

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.

Hua
Applicant/POA Signature

Tara Harris
Revenue Department Representative

CITY OF MOBILE

REVENUE DEPARTMENT

September 15, 2025

BAMBOO JAPANESE STEAKHOUSE RESTAURANT

650 CODY ROAD SOUTH

MOBILE, AL 36695 USA

ACCOUNT NUMBER: 132557 TERRITORY 6

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2142147	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
Confirmation Number: 20250725082009251

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
BAMBOO JAPANESE STEAKHOUSE RESTAURANT INC
Address: 650 CODY RD S
MOBILE, AL 36695
Telephor

NEW APPLICANT:
BAMBOO GROUP INC
Address: 650 CODY RD S
MOBILE, AL 36695
Teler

Current License No: 020-001888349

LICENSED PREMISES ADDRESS: 650 CODY RD S MOBILE, AL 36695

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 25 day of July, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name: Tuong en Thi Vo
Title: President

NEW LICENSEE (APPLICANT)

Print Name: Ton Hua
Title: President

WITNESS: (By ABC Enforcement) Sandy Duncan

Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250725082009251

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** **County:**

Type License: **State:** **County:**

Trade Name: BAMBOO JAPANESE STEAKHOUSE RESTAURANT **Filing Fee:**

Applicant: BAMBOO GROUP INC **Transfer Fee:** $50.00

Location Address: 650 CODY RD S MOBILE, AL 36695

Mailing Address: 650 CODY RD S MOBILE, AL 36695

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: 001-057-588

Do you sell Draft Beer?:

Date Incorporated: 01/13/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 01/13/2023

Federal Tax ID: 92-1736457 **Alabama State Sales Tax ID:** R012315433

Name:	Title:	Date and Place of Birth:	Residence Address:
TON HNON HUA	PRESIDENT		

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: TON HUA
Business Phone: 858-999-7294
Fax:

Home Phone: 858-999-7294
Cell Phone: 858-999-7294
E-mail: TONHUA@YAHOO.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: BAMBOO JAPANESE STEAKHOUSE RESTAURANT
Applicant: BAMBOO JAPANESE STEAKHOUSE RESTAURANT INC

Previous License Number(s)
License 1: 020-001888349
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250725082009251

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: KENNETH N LLC 251-888-1999
What is lessors primary business? RESTAURANT
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? NO
Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 7000 Display Square Footage:
Building seating capacity: 99 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? YES

Name:	Violation & Date:	Arresting Agency:	Disposition:
TON NHON HUA	12/02/2015 EXPIRED TAG	MOBILE COUNTY SHERIFF DEPARTMENT	PAID FINE AND DISMISSED

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250725082009251

Initial each — **Signature page**

Initial each	
NT	In reference to law violations, I attest to the truthfulness of the responses given within the application.
NT	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
NT	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XX	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
NT	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
NT	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.
NT	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.
NT	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): Tou Hua

Signature of Applicant:

Notary Name (print): SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Notary Signature: Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the *Code of Alabama 1975*, this Certificate of Incorporation and the appropriate filing fee 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 corporation** (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with *Code of Alabama* Section 10A-1-5.04):

   Bamboo Group Inc

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 corporation:

   650 Cody Rd South Mobile, AL 36695

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

4. The name of the registered agent (only one agent): Ton Hua

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

   650 Cody Rd South Mobile, AL 36608

   *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

001-057-588 D/C

Date	01/13/2023
Time	11:45:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____

Any Legal Business _____:
the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A. Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 1000 Par Value 1.00 (optional)

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

8. The name(s) of the Incorporator(s): See attached

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

_____

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

_____

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

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

_____

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

_____

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

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

_____

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

_____

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

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

_____

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

_____

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

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

_____

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

_____

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

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

_____

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

_____

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

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

_____

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

_____

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled: (B) an intentional infliction of harm on the corporation or the stockholders: (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

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

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

1 / 13 / 2023
Date (MM/DD/YYYY)

Ton Hua
Signature as required by 10A-2A-1.20

President
Title

Additional Details

Incorporators

Incorporator	Street Address	Mailing Address
Ton Hua	650 Cody Rd South Mobile, AL 36608	650 Cody Rd South Mobile, AL 36608

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

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

Bamboo Group Inc

This name reservation is for the exclusive use of Alison Richardson, 800 Hillcrest Rd, Building 6, Mobile, AL 36695 for a period of one year beginning January 13, 2023 and expiring January 13, 2024

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 13, 2023

Date

J H. Merrill

John H. Merrill **Secretary of State**

RES066763

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

Date of this notice: 01-13-2023

Employer Identification Number:
92-1736457

Form: SS-4

Number of this notice: CP 575 A

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

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

BAMBOO GROUP INC
BAMBOO JAPANESE STEAKHOUSE
% TON HUA
650 CODY RD S
MOBILE, AL 36695

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-1736457. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

Form 941	04/30/2023
Form 940	01/31/2024
Form 1120	04/15/2024

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

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

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2025

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISUED TO:

BAMBOO GROUP INC
650 CODY RD S
MOBILE, AL 36695-3418

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012315433	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: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

WELLS FARGO

Jurat Certificate

Clear/Reset

State of **Alabama**

County of **Mobile**

Subscribed and sworn to (or affirmed) before me on this **22** day of **AUG**, 20 **22**, by **Tuong Cu Thi Vo and Ton Nhon Hua**

Place Seal Here

Notary Signature Denise W Barr

Commission Expires 04/14/2027

Description of Attached Document

Type or Title of Document

Commerical Lease Agreement

Document Date **05/01/2025**

Number of Pages **17**

Signer(s) Other Than Named Above

© 2024 Wells Fargo Bank, N.A. All rights reserved

DSG3018/596568 (Rev 02 - 09/24)

j. **Descriptive Headings.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of Landlord or Tenant.

k. **Non-Waiver.** No indulgence, waiver, election, or non-election by Landlord under this Agreement will affect Tenant's duties and liabilities hereunder.

l. **Time of Essence.** Time is of the essence for this Agreement.

m. **Force Majeure.** Performance of any obligation under this Agreement by any Party will be excused for the duration of any event or circumstance causing a delay in performance through no fault of the obliged Party, including, without limitation, war; reasonably unforeseen supply shortages; changes in law or regulation; strikes; riots; lock-outs; labor troubles; power outages caused by weather or third parties; and natural events, such as blizzards, torrential rain, or tornadoes.

n. **Counterparts; Electronic Signature.** This Agreement may be executed in counterparts, including by fax, email, or other facsimile, each an original but all considered part of one Agreement. Electronic signatures placed upon counterparts of this Agreement by a Party or their approved agent will be considered valid representations of that Party's signature.

Each Party acknowledges that it has read and understood all the terms of this Agreement and hereby agrees to be bound thereby, including any attached schedules, exhibits, or addendums. Tenant further acknowledges that it was under no duress in signing this Agreement and had full opportunity to negotiate the terms contained herein and to consult independent counsel. Each Party further acknowledges that this Agreement will be effective on the date on which the last signature of the Parties is affixed below.

LANDLORD: 8/22/25

Print: Kenneth N LLC

Sign: _____ Date: 5/1/25

Tuong Vo, Owner

TENANT: 8/22/25

Print: Bamboo Group Inc

Sign: _____ Date: 5/1/2025

Ton Hua - President

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 Ton Hua / Kenneth NLLC

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 19 day of September 2025

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Tracy C Estes	Tracy C. Estes	8-21-2029

Notary Stamp

Owner of Property (Print Name)	Applicant Name (Print Name)
Tuong Vo	Ton Hua
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
650 Cody Rd S	262 Larkspur st
City, State, Zip	City, State, Zip
Mobile, AL 36695	Mobile AL 36609
Date Agreement Signed	Date Agreement Signed
5/1/2025	5/1/2025

Revision Date 10 23 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	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☑ Corporation	☐ New Business ☑ New Owner ☐ Location Change	☐ No ☑ Yes Relocation Date	☐ 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	Trade Name (DBA)
Bambo Japanese Steakhouse Restaurant	Bamboo Group Inc

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
650 Cody Rd S	Mobile	AL	36695

Business Contact Person Information

Name	Title	Phone	Email
Tan Hua	owner		tanhua@yahoo.com

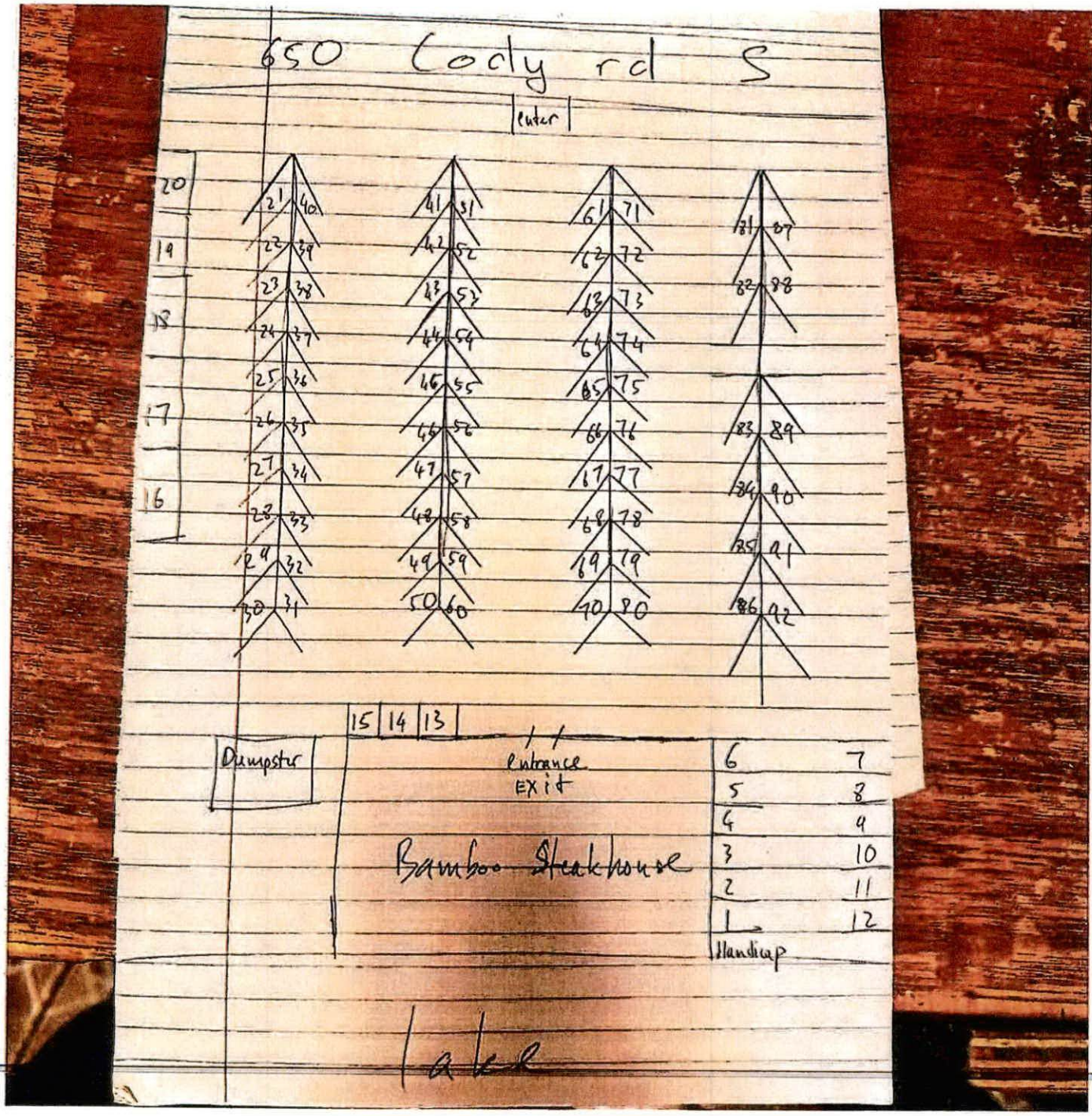
URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
7000	89	24	✓	B-3	✓

Comments

EXISTING RESTAURANT

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	9-15-2025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86 92
15 14 13
Dumpster
Entrance
Exit
Bamboo Steakhouse
6 7
5 8
4 9
3 10
2 11
1 12
Handicap
later

Planning & Zoning Department

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

PERMIT NUMBER
ZC-161049-2025
Issue Date: 09/15/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022804194002006.	650 Cody Rd S	

Business Name	Issued To	Zoning Districts
BAMBOO GROUP INC	Name: TON HUA Company: BAMBOO GROUP INC Address: 650 Cody Rd S MOBILE, AL 36695 Phone:	LB-2

This Zoning Classification Allows the property to be used for:
RESTAURANT

Conditions of Use

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

Issued By: Caldwell Whistler

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

Telephone:251.208.5895 Fax: 251.208.5896

RESOLUTION

Sponsored by: Councilmember Gina Gregory, District 7

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:	Restaurant Retail Liquor License
Submitted by:	Thai Chilli By Siam, LLC
Location:	Thai Chilli 744 Museum Drive Mobile, AL 36608

Adopted:

_____

City Clerk

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

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/21/2025	NEW APPLICATION	2025 - 5749	130890	7	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)
020 - RESTAURANT RETAIL LIQUOR

Legal Business Name
THAI CHILLI BY SIAM LLC

Trade Name (DBA)
THAI CHILLI

Location Address
744 MUSEUM DR

City, State, Zip Code
MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

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
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DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/21/2025	NEW APPLICATION	2025 - 5749	130890	7	September 30, 2025

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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)
020 - RESTAURANT RETAIL LIQUOR

Legal Business Name
THAI CHILLI BY SIAM LLC

Trade Name (DBA)
THAI CHILLI

Location Address
744 MUSEUM DR

City, State, Zip Code
MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

MOBILE POLICE DEPARTMENT

WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: William R. Jackson
Chief of Police

From: _____
Captain Matthew James
Commander, Special Investigation Section

Date: September 15, 2025

Re: Alcoholic Beverage License Application No. 5749
THAI CHILLI BY SIAM LLC
D/B/A: THAI CHILLI
744 MUSEUM DR
Mobile, AL 36608
Nareerat Balbastro, owner

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation into the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a new application for a business that will be named THAI CHILLI BY SIAM LLC. THAI CHILLI BY SIAM LLC will be conducting business at THAI CHILLI located at 744 MUSEUM DR. The City of Mobile Revenue Department has advised their business license is currently being applied for and no taxes have to be paid at this time. The Underage Drinking Coordinator of the Mobile Police Department advised no compliance checks to have been completed at this location, and it is currently in good standing.

It is my recommendation that the application be:

_____ APPROVED

_____ DENIED

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

SEP 22 2025

_____
CHIEF OF POLICE

The mission of the Mobile Police Department is to make the City of Mobile the safest city in America, with respect for everyone.

MOBILE POLICE DEPARTMENT

WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Captain Matthew James
Commander, Special Investigation Section

From: 13149
Lieutenant Tilford Saunders
Commander, Narcotics and Vice Unit

Date: September 15, 2025

Re: Alcoholic Beverage License Application No. 5749
THAI CHILLI BY SIAM LLC
D/B/A: THAI
744 MUSEUM DR
Mobile, AL 36608
Nareerat Balbastro, owner

I have reviewed the attached application submitted to me by CRO April Dunklin. Our records show no discrepancies in the information furnished by the applicants.

This is a new application for a business that will be named THAI CHILLI BY SIAM LLC. The City of Mobile Revenue Department advised no taxes that need to be paid, and their business license is currently being applied for. Since this is a new application, the Underage Drinking Coordinator of the Mobile Police Department has advised the location has not had a compliance check; therefore, the location is currently in good standing. Based on the aforementioned facts, I find no legal reason to deny this application.

Alcoholic Beverage License Application Checklist

According to the City of Mobile Revenue Department, this business has:

☐ an up-to-date business license.

☐ currently paid all taxes due.

☑ other: this liquor application is new; therefore, the business license is currently being applied for and no taxes need to be paid.

CRO APRIL DUNKLIN

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **September 17, 2025**

Re: **Application # 5749 / 744 Museum Dr.**

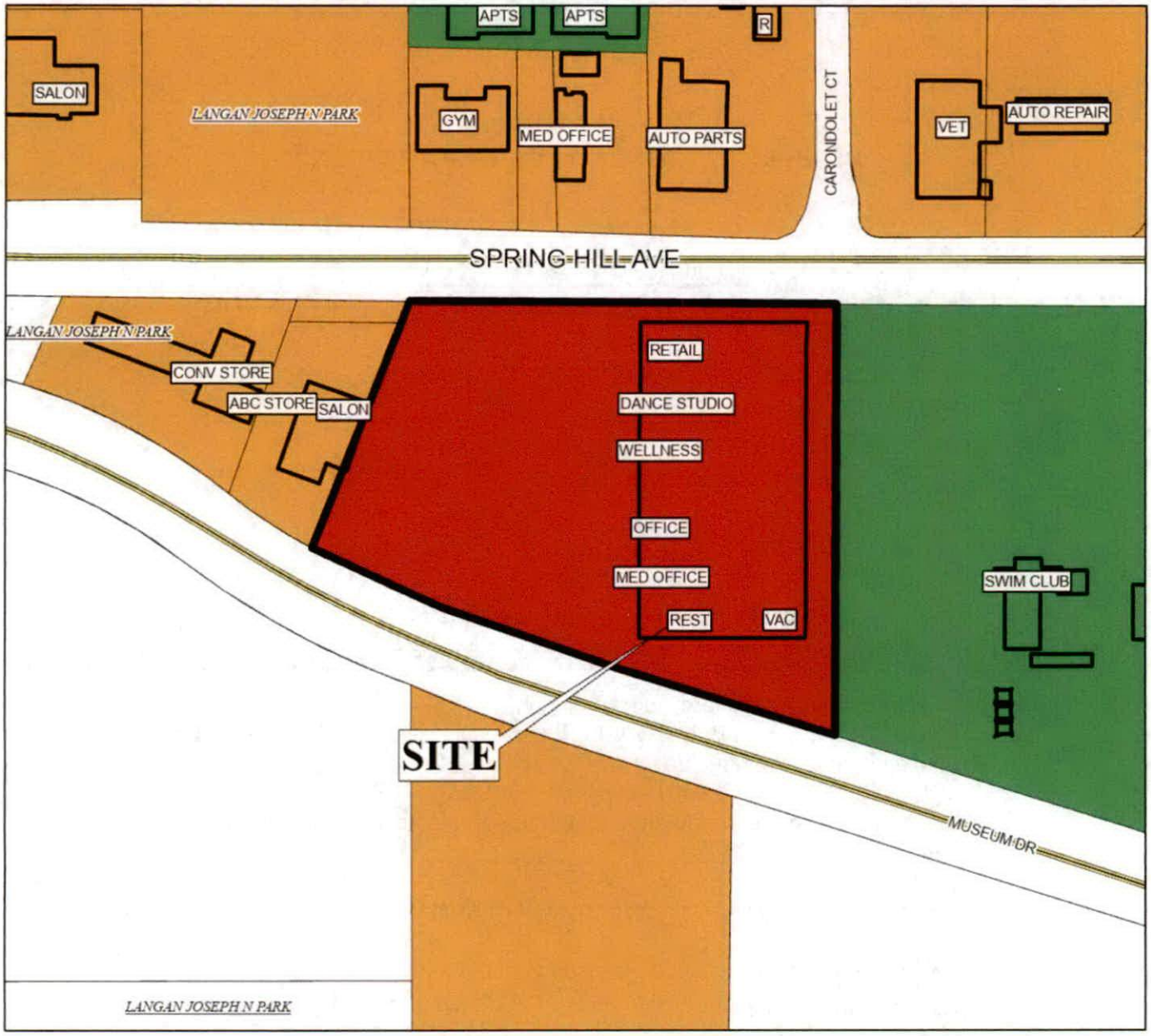
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a restaurant with retail liquor sales is a permitted use in this zoning district.

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

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

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

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5749 DATE 9/30/2025

APPLICANT THAI CHILLI BY SIAM LLC

LOCATION 744 MUSEUM DR

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

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	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/21/2025	NEW APPLICATION	2025 - 5749	130890	7	September 30, 2025

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
020 - RESTAURANT RETAIL LIQUOR	

Business Information

Legal Business Name	Trade Name (DBA)
THAI CHILLI BY SIAM LLC	THAI CHILLI

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	07/19/2024	001-145-797	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	
99-3935407	R012608007		

Physical Address (Street Address, Suite #)	City	State	Zip Code
744 MUSEUM DR	MOBILE	AL	36608

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
744 MUSEUM DR	MOBILE	AL	36608

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
RESTAURANT	N/A

Contact Person Information

Name	Title	POA	Phone	Email
NAREERAT BALBASTRO	OWNER			NOI_421@HOTMAIL.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

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	Property Owner Phone Number	Property Owner Email
PARK CENTER INC		LEIGHANN@VALLASREALTY.COM

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
2600 DAUPHIN STR	MOBILE	AL	36606

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
2,414	42	YES	NO	SHOPPING CENTER	PARTIAL - ATTACHED

Do the premises have a fully equipped/operational kitchen?	YES
Is the business used to habitually and principally provide food to the public?	YES
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials NB

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**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
NAREERAT BALBASTRO	OWNER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
N/A			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

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

Applicant/POA Initials NR

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

NB

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.

NB

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.

NB

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.

NB

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.

NB

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.

NB

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.

NB

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

Owner/Applicant/POA Printed Name	Date of Application Signature
	9/12/2025
Owner/Applicant/POA Signature	Title of Person Signing this Application

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

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner		November 19 2025

Signature Page

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/21/2025	NEW APPLICATION	2025 - 5749	130890	7	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)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

THAI CHILLI BY SIAM LLC

Trade Name (DBA)

THAI CHILLI

Location Address

744 MUSEUM DR

City, State, Zip Code

MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
NAREERAT BALBASTRO	OWNER		--	NOI_421@HOTMAIL.COM

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

What is/was the start date of this business? 02/20/2025

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

Tara Harris

Revenue Department Representative

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 adverting 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:

THAI CHILLI BY SIAM LLC

dba

THAI CHILLI

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

020 - RESTAURANT RETAIL LIQUOR and

for the premises located at

744 MUSEUM DR , 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

CITY OF MOBILE

REVENUE DEPARTMENT

September 12, 2025

THAI CHILLI BY SIAM

744 MUSEUM DRIVE

MOBILE, AL 36608 USA

ACCOUNT NUMBER: 130890 TERRITORY 7

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2140884	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: 20250812104014048

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: THAI CHILLI **Filing Fee:** $50.00

Applicant: THAI CHILLI BY SIAM LLC **Transfer Fee:**

Location Address: 744 MUSEUM DR MOBILE, AL 36608

Mailing Address: 744 MUSEUM DR MOBILE, AL 36608

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-145-797

Do you sell Draft Beer?:

Date Incorporated: 7/19/2024 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority:

Federal Tax ID: 99-3935407 **Alabama State Sales Tax ID:** R012608007

Name:	Title:	Date and Place of Birth:	Residence Address:
NAREERAT KUEAKOON BALBASTRO	OWNER		E

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: NAREERAT BALBASTRO **Home Phone:** 251-366-6055
Business Phone: 251-300-8658 **Cell Phone:**
Fax: **E-mail:** NOI_421@HOTMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250812104014048

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: PARK CENTER INC 251-344-1444
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? NO
Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2414 Display Square Footage:
Building seating capacity: 42 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: PORTION OF
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250812104014048

Initial each	Signature page
NB	In reference to law violations, I attest to the truthfulness of the responses given within the application.
NB	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
NB	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.
N/A	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.
N/A	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
N/A	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
NB	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.
NB	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.
NB	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): Nareerat Kueakoon Balbastro

Signature of Applicant:

Notary Name (print): April W Jones

Notary Signature: April W Jones

Commission expires: 4/12/2026

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250812104014048

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

Private Club

Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

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

Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: PART OWNER OF ANOTHER RESTAURANT

Receipt Confirmation Page

Receipt Confirmation Number: 20250812104014048

Application Payment Confirmation Number: 111417534

Payment Summary	
Payment Item	**Fee**
Application Fee for License 020	$50.00
Total Amount to be Charged	$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
020 - RESTAURANT RETAIL LIQUOR	$300.00	$300.00	$600.00
			$0.00
Total Amount to be Charged	$300.00	$300.00	$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR
License Type 2:
License County: MOBILE
Business Type: LLC
Trade Name: **THAI CHILLI**
Applicant Name: **THAI CHILLI BY SIAM LLC**
Location Address: 744 MUSEUM DR
MOBILE, AL 36608
Mailing Address: 744 MUSEUM DR
MOBILE, AL 36608
Contact Person: NAREERAT BALBASTRO
Contact Home Phone: 2
Contact Business Phone
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: OWNER

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

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

INSTRUCTIONS: Mail 2 copies of this completed form along with a self-addressed, stamped envelope to:
***Secretary of State, Business Services, P.O. Box 5616; Montgomery, Alabama 36103.**
***Include a check, money order, or credit card payment for the $200.00 processing fee.**
***The Secretary of State shall pay the sum of $100.00 to the county treasurer for the county in which the office of the initial registered agent for that entity is located.**
***You may file the Certificate of Formation online in the time it takes to type this request.**
***The Certificate will not be registered if the credit/debit card does not authorize and will be removed from the index if the check is dishonored ($30 fee).**

This form must be typed and will not be accepted via email.

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:

   Thai Chilli By Siam 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): Nareerat Balbastro

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

   740 Museum DR.E. , Mobile , Alabama 36608

   *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.

This form was prepared by: (type name and full address)

Nareerat Balbastro
3135 James Madison DR.E.
Mobile , Alabama 36693

(For SOS Office Use Only)

Alabama
Sec. Of State

New Entity
001-145-797 DLL
Date 7/19/2024
Time 10:57
240719 3 Pg
Mobile County

File $100.00
County $100.00
Total $200.00
06/010

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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 08 /01 /2024 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 2 :00 ☐ 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).

07 / 15 / 2024
Date (MM/DD/YYYY)

Signature as required by 10A-5A-2.04

Nareerat Balbastro
Typed name of above signature

Typed title (organizer or attorney-in-fact)

Additional organizers/attorney-in-facts may sign (add additional sheets if necessary).

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

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WES ALLEN
SECRETARY OF STATE

ALABAMA STATE CAPITOL
MONTGOMERY, AL 36130

STATE OF ALABAMA

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

the entity records on file in this office disclose that Thai Chilli by Siam LLC was formed in Alabama on July 19, 2024. The Alabama Entity Identification number for this entity is 001-145-797. I further certify that the records do not disclose that said entity has been dissolved, cancelled or terminated.

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.

July 19, 2024

Date

Wes Allen — **Secretary of State**

005-277

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Federal Tax

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

Date of this notice: 07-11-2024

Employer Identification Number:
99-3935407

Form: SS-4

Number of this notice: CP 575 A

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

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

THAI CHILLI BY SIAM LLC
THAI CHILLI BY SIAM
% NAREERAT BALBASTRO MBR
740 MUSEUM DR
MOBILE, AL 36608

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-3935407. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

Form 941	01/31/2025
Form 940	01/31/2025
Form 943	01/31/2025
Form 1065	03/15/2025

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

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

2025

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

THAI CHILLI BY SIAM LLC
744 MUSEUM DR
MOBILE, AL 36608-1940

SLS	R012608007	03/11/2025	12/31/2025

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

NON-TRANSFERABLE

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

NAICS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX
P.O. BOX 327710
MONTGOMERY, AL 36132-7710

RETURN SERVICE REQUESTED

L1814083552

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
MONTGOMERY, AL
PERMIT NO. 1667

**********AUTO**ALL FOR AADC 365 Tray 4 : Piece 3590
THAI CHILLI BY SIAM LLC
744 MUSEUM DR
MOBILE AL 36608-1940

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 Thai chilli by Siam LLC.

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

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

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

Sworn to and subscribed before me this 26th day of August 20 25

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Amber Hightower Desbeaux		02/14/2029

Notary Stamp

AMBER HIGHTOWER DESBEAUX NOTARY PUBLIC STATE AT LARGE ALABAMA

Owner of Property (Print Name)	Applicant Name (Print Name)
Stephen D. Salvigsen	NAREERAT BALBASTRO.
Owner of Property (Signature)	Applicant Name (Signature)
Stephen D. Salvigsen	
Street Address	Street Address
852 Franklin Ave, Suite 153	744 Museum Dr.
City, State, Zip	City, State, Zip
Franklin Lakes, NJ 07417	Mobile, AL, 36608
Date Agreement Signed	Date Agreement Signed
09/03/2025	08/26/2025

Revision Date 10.23.2023

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	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☑ New Business ☐ New Owner ☐ Location Change	☒ No ☐ Yes Relocation Date	☐ 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	Trade Name (DBA)
Thai Chilli by Siam	

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
744 Museum Dr.	Mobile	AL	36608

Business Contact Person Information

Name	Title	Phone	Email
Nareerat Balbastro.	owener		Noi_421@hotmail.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
2414					

Comments

Print Name	Signature	Date

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made on this the 10th day of July 2024 (the "Effective Date"), by and between **PARK CENTER, INC.**, an Alabama corporation ("Landlord"), and **NAREERAT KUEAKOON BALBASTRO** ("Tenant").

WITNESSETH

ARTICLE I

GRANT AND TERM

Landlord Initials

SECTION 1.01: Demised Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant rents from Landlord, approximately 2,414 square feet (the "Demised Premises" as illustrated on Exhibit "A" attached hereto), which is part of the greater premises commonly known as Park Center, located at 744 Museum Drive, Mobile, Alabama (herein called the "Property" or the "Shopping Center").

Tenant Initials

SECTION 1.02: Use of Additional Areas.

The use and occupation by Tenant of the Demised Premises shall include the use in common with others entitled thereto, as may be determined by the Landlord, of the common areas, and other facilities as may be designated from time to time by the Landlord; subject, however, to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Landlord. The initial rules and regulations are attached hereto as Exhibit E. In the event of a conflict between the terms of the Lease and the rules and regulations, this Lease shall control.

SECTION 1.03: Term and Commencement.

The initial term of this Lease shall be for a period of seven (7) years (the "Term"). The Term shall commence on the earlier of Tenant opening for business or November 1st, 2024 (the "Commencement Date"). Landlord and Tenant agree and stipulate that, subject to an event of casualty or condemnation, the square footage of the Demised Premises as set forth herein is not subject to dispute or re-measurement by either party during the Term of this Lease.

SECTION 1.04: Failure of Tenant to Open.

In the event that Tenant fails to take possession and open the Demised Premises for business fully fixtured, stocked and staffed, within One Hundred and Twenty (120) days following the Commencement Date as defined in Section 1.03, then Landlord may, at its option, in addition to collecting said minimum rent, cancel and terminate this Lease by giving written notice to Tenant.

ARTICLE II

RENT

SECTION 2.01: Rent.

Beginning on the earlier of November 1st, 2024 or the date which Tenant opens for business, Tenant shall pay $3,900 per month as base "Rent" each month during the Term. (TENANT shall for the period Nov. 1, 2024 – Oct 31, 2025 RENT shall be $3,500.)

All payments are due in advance on or before the first day of each month without any prior demand therefore, and without any deduction or setoff whatsoever, at

Park Center, Inc.
157 North Conception Drive
Mobile, AL 36603

or such other place as may be designated by Landlord from time to time in writing.

If any installment of Rent shall remain unpaid five (5) days after the date on which such installment shall be due, Landlord may charge a late charge in an amount equal to TEN (10%) PERCENT of the late installment or $500.00, whichever is greater. All such charges shall be secured as additional rents under this Lease and be immediately due and payable.

SECTION 2.02: Annual Escalator 3%

On the anniversary of each lease year during the Term, and any term extensions, the base Rent shall increase by three ~~and one-half~~ percent ~~(3.5%)~~ from the previous year's Rate. In addition to the Rate, Tenant shall pay the other expenses expressly set forth in this Lease.

SECTION 2.03: Option to Extend

Upon the expiration of the Term, Tenant shall have the right to exercise one (1) option to extend the Term for a period of five (5) years under the same terms and conditions hereof with the exception that Rent will increase by 3.5% from the previous year's base Rent.

The Tenant must give notice to Landlord in writing at least 180 days prior to the expiration of the Term of its intent to exercise its option to extend, otherwise, the Landlord, at its option may decline to extend the Lease.

SECTION 2.04:Additional Rent.

Tenant shall pay as additional rent, all sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be designated "additional rent". If such amounts or charges are not paid at the time provided in this Lease, they shall, nevertheless, if not paid when

due, be collectible as additional rent with any installment of rent thereafter due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of Landlord.

SECTION 2.05: Security Deposit

Upon execution hereof, Tenant shall deposit with Landlord the sum of **two (2) month's Rent** as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this Lease. It is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this Lease, including but not limited to, the payment of Rent, Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment thereof or for payment of any other sums which Landlord may be required to expend by reason of Tenant's default including, but not limited to, any damages or deficiency in the re-letting, whether such damages or deficiency accrued before or after summary proceeding or other re-entry by Landlord. In the event that Tenant shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this Lease, the security shall be returned to Tenant without interest, after the expiration of the Lease and delivery of entire possession of the Demised Premises to Landlord.

SECTION 2.06: Insurance and Common Area Expenses.

Tenant shall pay its pro rata share of all insurance carried by Landlord and Common Area Expenses, as defined herein. Tenant's pro rata share of these items shall be equal to the product obtained by multiplying said charges by a fraction, the numerator of which shall be the square footage of the Demised Premises, and the denominator of which shall be the square footage of the rentable area of the buildings on the Property. The additional rent provided for in this section may be billed separately for each item or expense, and may be recomputed and adjusted from time to time. All such additional rent shall become due and payable thirty (30) days after notice from Landlord. At the end of each calendar year, Landlord may reconcile Tenant's pro rata share of Common Area Expenses and insurance for the Property and invoice Tenant for any deficiencies or credit Tenant for any overpayments.

If the Term of this Lease shall begin on and /or terminate at a time other than the beginning (or ending, as the case may be) of a calendar year, in the event of an adjustment, a proper apportionment of the above charges shall be made to cover the fraction of a year included within the Term of this Lease.

SECTION 2.07: Property Taxes.

Tenant shall pay its pro rata share of all real property taxes which may be levied or assessed by any lawful authority against the land and improvements on, or about, the Property or against Landlord in respect of the land and improvements of the Property. Tenant's pro rata share of real estate taxes shall be the product obtained by multiplying said taxes by a fraction, the numerator of which shall be the square footage of the Demised Premises and the denominator of which shall be

the square footage of the leasable area of the buildings on the Property. If the Term of this Lease shall begin on and/or terminate at a time other than the beginning (or ending, as the case may be) of a tax year, a proper apportionment of said real estate taxes for the year shall be made to cover the fraction of a year included within the terms of this Lease.

Tenant's pro rata share of the taxes, whether payable on the basis of the actual taxes or the estimated taxes, shall be deemed to be additional rental due under this Lease. If the actual taxes or the estimated taxes for the Property should increase at any time during a tax period, Tenant's pro rata share and Tenant's payments shall be appropriately increased. At the end of each calendar year, Landlord may reconcile Tenant's pro rata share of taxes for the Property and invoice Tenant for any deficiencies or credit Tenant for any overpayments.

ARTICLE III

CONSTRUCTION, ALTERATION AND RELOCATION

SECTION 3.01: Landlord's Obligation.

Landlord shall, at its cost and expense, perform the work attached hereto as Exhibit "B" ("Landlord's Work"). Except for Landlord's Work as described herein, all other necessary improvements to the Demised Premises shall be performed by Tenant at its sole cost and expense. The taking of possession of the Demised Premises by Tenant shall be conclusive evidence that the Demised Premises were in good and satisfactory condition and fully completed in accordance with the terms of this Lease at the time such possession was taken.

SECTION 3.02: Tenant Improvements.

Tenant shall, at its sole cost and expense, perform the work attached hereto as Exhibit "D" ("Tenant's Work"). All of Tenant's Work shall be done in a good and first-class workmanlike manner and in accordance with all applicable laws, ordinances, orders, rules, regulations, and other governmental requirements.

SECTION 3.03: Tenant Shall Discharge All Liens.

Tenant shall promptly pay all its contractors and material men, so as to minimize the possibility of a lien attaching to the Property, and should any such lien be made or filed, Tenant shall bond against or discharge the same within thirty (30) days after written request by Landlord. Tenant will submit written evidence to Landlord that all of Tenant's Work was completed free of all liens and other encumbrances; and delivery to Landlord lien waivers for work costing in excess of $2,500.00.

SECTION 3.04: Changes to the Property.

Landlord reserves the right at any time to make alterations, reductions, and/ or additions to, and to build additional stories on, the Property in which the Demised Premises are contained

and to build adjoining the same. Landlord also reserves the right to construct and remove other buildings or improvements in the Shopping Center from time to time and to make alterations thereof or additions thereto, and to build additional stories on any such building or buildings and to build adjoining same. Landlord further reserves the right to enter and use the Demised Premises for the purpose of installing, repairing and removing wiring, piping, ducts and conduits, and other mechanical and electrical equipment servicing the Demised Premises or other areas in the Shopping Center, provided that Landlord shall not unreasonably interfere with Tenant's use of the Demised Premises.

ARTICLE IV

CONDUCT OF BUSINESS BY TENANT

SECTION 4.01: Use of Demised Premises

Tenant shall not use, permit or suffer the use of the Demised Premises or any part thereof for any purpose other than the following:

A thai restaurant, under the name "Siam Thai" (the "Permitted Use").

Notwithstanding the Permitted Use, Tenant will not cause any odor to be emitted.

Notwithstanding anything contained in this Lease to the contrary, Landlord has the absolute right to terminate this Lease Agreement, at Landlord's option and sole discretion, if Landlord believes Tenant to be omitting an odor.

Tenant shall be required to continuously operate in the Demised Premises, and during such time as Tenant may be operating, it may keep such hours at it determines, in its sole discretion but will not operate past 8 pm without Landlord's prior written approval.

SECTION 4.02: Storage and Office Space.

Tenant shall warehouse, store, and/or stock in the Demised Premises only such goods, wares and merchandise as Tenant intends to offer for sale at retail at, in, from, or upon the Demised Premises. This shall not preclude occasional emergency transfers of merchandise to other stores of Tenant, if any. Tenant shall use for office, clerical or other non-selling purposes, only such space in the Demised Premises as in from time to time reasonably required for Tenant's business. No auction, fire or bankruptcy sales may be conducted in the Demised Premises without the previous written consent of Landlord.

ARTICLE V

COMMON AREAS AND FACILITIES

SECTION 5.01: Operation and Maintenance of Common Areas.

Landlord shall maintain the common areas and common facilities of the Shopping Center. Landlord shall maintain as common areas, the parking lots within the areas of the Shopping Center for the non-exclusive use (in common with such others as Landlord may prescribe) of Tenant, its agents, employees and customers for vehicle parking; provided, however, that such use shall be subject to the provisions of the Lease; and provided further that Landlord may, as it shall form time to time see fit, reduce the parking area by erecting on said parking area, store buildings or other structures or improvements of any kind.

SECTION 5.02: Control of Common Areas by Landlord.

All parking areas, access roads and facilities which may be furnished by Landlord in or at the Shopping Center, and all other areas and improvements designated by Landlord for the general use, in common, of tenants, their officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of Landlord. Landlord shall have the right to construct, maintain and operate lighting facilities on all said areas and improvements and to police the same. Landlord shall have the right from time to time to change location and arrangement of the parking areas and other facilities referred to in this section; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; to dedicate of convey property for public, utility or drainage use; and to perform such other acts in and to said areas and improvements as the Landlord, in the use of good judgment, shall determine to be advisable, with a view to the improvement of the convenience and use thereof by Tenants, their officers, agents, employees and customers.

SECTION 5:03 Designated Sitting area for Tenant

The area in front of the Leased Premises and surrounded by landscaping including the three (3) outdoor tables and chairs and the five white rocking chairs are the exclusive premises of the Tenant. This area may be used by Tenant for Customer Services and shall be maintained by Tenant with all furniture returned at the end of the Lease Term.

ARTICLE VI

TENANT'S LIABILITY FOR MAINTENANCE & SUPERVISION

SECTION 6.01: Tenant's Responsibilities.

Tenant shall, at all times, keep the Demised Premises (including maintenance of exterior doors, all glass and show window moldings) and all partitions, interior walls, interior ceiling, interior flooring, doors, fixtures, plate glass, equipment and appurtenances thereof (including lighting, mechanical, heating and plumbing fixtures, and any air conditioning system) in good order, condition and repair, except for the roof and structural portions of the Demised Premises, which shall be maintained by Landlord; but if Landlord is required to make repairs to structural portions by reason of Tenant's negligent acts or omissions, then Landlord may add the full cost of such repairs as additional rent which shall thereafter become due. In pursuance of its obligation of maintenance, Tenant agrees to maintain the Demised Premises at its own expense in a clean,

orderly and sanitary condition, free of insects, rodents, vermin and other pests, not to cause or permit objectionable odors to emanate or be dispelled from the Demised Premises, to comply with all laws and ordinances and all valid rules and regulations of any Federal, State, municipal or other public authority having jurisdiction over the Property, and to conduct its business in the Demised Premises. Tenant shall maintain the heating and air conditioning equipment, and be responsible for maintaining a quarterly inspection by a licensed HVAC company. Tenant's obligations to repair items in need of repair at the expiration of the Lease term shall survive the expiration of the Term of this Lease.

Tenant shall obtain its own dumpster in accordance with code and pay all costs associated with the same. Additionally Tenant shall pay any costs associated with establishing a dumpster on the Property as may be required by code. The location of the dumpster shall be determined by Landlord in its sole and absolute discretion.

SECTION 6.02: Landlord's Right to Intervene.

If Tenant refuses, fails to, or neglects to perform any obligation required by Section 6.01 to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may perform the same without liability to Tenant for any loss or damage that may arise to Tenant's property, or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay as additional rent, Landlord's costs for making such repairs, plus twenty percent (20%) for overhead upon presentation of bill therefore.

SECTION 6.03: Surrender of Demised Premises.

At the expiration of the tenancy hereby created, Tenant shall surrender the Demised Premises in the same condition as the Demised Premises were in upon delivery of possession thereto under this Lease, broom cleaned, reasonable wear and tear excepted. In addition, Tenant will not have to remove any tenant improvements made pursuant to the terms of this Lease or otherwise approved by Landlord as long as such tenant improvements constitute normal and customary business office improvements. Tenant shall also shall surrender all keys for the Demised Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Demised Premises. Tenant shall remove all its trade fixtures before surrendering the Demised Premises as aforesaid, and shall repair any damage to the Demised Premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term of this Lease.

ARTICLE VII

LANDLORD'S OBLIGATION FOR MAINTENANCE

SECTION 7.01: Responsibilities of Landlord.

Landlord shall maintain the roof, foundations and exterior walls. In the event any repairs become necessary to the structural portions of the roof, exterior walls or foundations of the

Demised Premises, or sidewalks adjacent to said premises, during the Term of this Lease, then upon written notice from Tenant to Landlord stating the necessity therefore and the nature thereof, Landlord, with reasonable promptness, shall make any such necessary repairs specified in such notice. The phrase "structural portions" as above used, shall not be so construed as to require Landlord to make repairs to interior surfaces of the Demised Premises. Landlord shall not be liable for damage to any goods or property, or death or injury to persons, caused by failure to perform any maintenance or repair which Landlord is obligated hereunder to perform as stated herein.

ARTICLE VIII

SIGNS, AWNINGS, PAINTING ALTERATIONS AND TRADE FIXTURES

SECTION 8.01: Signs.

Tenant shall not place or suffer to be placed or maintained on the exterior or in the interior of the Demised Premises, any sign, advertising matter or other thing of any kind which may be visible from the exterior, and shall not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the premises without first obtaining Landlord's written approval thereof; and Tenant agrees to maintain such sign, decoration, lettering, advertising matter or other thing as may be approved, in good condition and repair at all times. Tenant must install sign within thirty (30) days of the Commencement Date.

SECTION 8.02: Awnings.

Tenant shall not erect or maintain an awning or other device protecting against the sun or the elements without first obtaining Landlord's written approval thereof, and Tenant agrees that it will, at its own expense, keep such awning or device as may be approved in good condition and repair, and that it will replace or recover the same whenever it shall become shabby or unattractive in appearance.

SECTION 8.03: Painting.

Tenant shall not paint or decorate any part of the exterior of the Demised Premises without first obtaining Landlord's written approval of such painting or decoration; and Tenant agrees to promptly remove, upon order of Landlord, any paint or any such decoration which has been applied to or installed upon the exterior of the Demised Premises without Landlord's prior written approval, or to take such other action with reference thereto as Landlord may direct.

SECTION 8.04: Alterations.

Tenant shall not alter the store front of the Demised Premises and shall not make any structural alteration to the premises or any part thereof without first obtaining Landlord's written approval of such alteration. Tenant also agrees that any improvements made by it shall immediately become the property of Landlord.

SECTION 8.05: Trade Fixtures.

All trade fixtures and apparatus installed by Tenant in the Demised Premises, other than alterations referred to immediately above, shall remain the property of Tenant and be removable at any time (subject to the provisions of this Lease, provided Tenant be not in default at the time of any covenant of this Lease. Tenant shall promptly, and at its own expense, repair any damage to the Demised Premises in removing any such trade fixtures and apparatus. Such obligation to repair shall survive the expiration of the Term of this Lease.

ARTICLE IX

INSURANCE AND INDEMNITY

SECTION 9.01: Liability Insurance.

Tenant shall, during the entire term hereof, keep in full force and effect, a policy of public liability and property damage insurance with respect to the Demised Premises and the business operated by Tenant and any subtenants of Tenant in the Demised Premises in which the limits of public liability shall be not less than $1,000,000.00 Bodily Injury for each occurrence and in which the Property Damage Liability shall not be less than $3,000,000.00 for each occurrence. The policy shall name Landlord, any person, firms or corporations designated by Landlord, and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice. The insurance shall be in an insurance company approved by Landlord, and a copy of the policy or a Certificate of Insurance shall be delivered to Landlord. Should Tenant fail to provide such policy of insurance, then Landlord may, at its option, purchase such policy and assess the cost thereof against Tenant as additional rent hereunder.

SECTION 9.02: Indemnification of Landlord.

Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Demised Premises, or the occupancy or use by Tenant of the Demised Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation.

SECTION 9.03: Waiver of Subrogation.

Tenant waives any right or claim against Landlord for damage sustained by it and which might be covered under any insurance policy; and Tenant shall cause Tenant's insurance carriers to waive their respective rights of subrogation with respect to same; and to so notify Landlord.

ARTICLE X

UTILITIES

SECTION 10.01: Utility Charges.

Landlord shall arrange for the entry and connection of all necessary utility services to the Demised Premises but shall not be required to pay any connection, "hook-up" or meter charge, which payment shall be the obligation of Tenant. Tenant shall pay for all water, sewer service charges, fuels, electricity, steam and gas used in or at the Demised Premises for any purpose. In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Demised Premises.

ARTICLE XI

OFFSET STATEMENT, ESTOPPELS, ATTORNMENT, SUBORDINATION AND NON-DISTURBANCE

SECTION 11.01: Offset Statement.

Within ten (10) days after request therefore by Landlord, or in the event that upon any sale, assignment or hypothecation of the Demised Premises, the Shopping Center, and/or the land thereunder by Landlord, an offset statement shall be required from Tenant, Tenant agrees to deliver, in recordable form, a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenant.

SECTION 11.02: Attornment.

Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Demised Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

SECTION 11.03: Subordination.

Landlord reserves the right, at its option, to require that this Lease be superior to, or subject and subordinate to, the lien of any mortgage or deed of trust now or hereafter placed upon Landlord's interest in the Demised Premises, or upon the land or Property of which the Demised Premises are a part, or upon any building now or thereafter placed upon the land of which the premises form a part, and to all advances made or thereafter to be made upon the security thereof. Tenant agrees to execute a recordable Subordination, Non-Disturbance and Attornment Agreement within ten (10) days of request of same by Landlord in a form suitable to lender.

SECTION 11.04: Tenant Estoppel.

Either party shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person specified in such request: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease, in accordance with its terms as then constituted; (c) as to the existence of any default thereunder; (d) as to the existence of any offsets, counterclaims, or defenses thereto on the part of such other party; (e) as to any other matters as may reasonably be so requested. Any such certificate may be relied upon by the party requesting it and any other person to whom the same may be exhibited or delivered.

ARTICLE XII

ASSIGNMENT, SUBLETTING AND CONCESSIONS

SECTION 12.01: Consent Required.

Tenant will not assign this Lease in whole or in part; nor sublet all or any part of the Demised Premises, without the prior written consent of Landlord in each instance. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If thereof be underlet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, under tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, if Tenant requests Landlord's consent to any assignment of the Lease or subletting of all of the Demised Premises, it shall submit to Landlord, in writing, the name of the proposed assignee or subtenant and the nature and character of the business of the proposed assignee or subtenant. Landlord shall have the option (to be exercised within thirty (30) days from the submission of Tenant's written request) to cancel the within lease as of the commencement date stated in the above-mentioned sublet or assignment. If Landlord elects to cancel the within lease as stated, then, the term, tenancy, and occupancy of the said premises, under said lease or otherwise, shall cease, determine, expire, and come to an end as if the cancellation date was the original termination date of the within lease.

SECTION 12.02: Benefits and Burdens on Assignment.

This Lease and agreement, and the covenants and conditions herein contained, shall inure to the benefit of and be binding upon Landlord, his heirs, personal representatives, successors and assigns, and shall be binding upon Tenant, its heirs, successors and assigns, and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to in writing by Landlord. Nothing contained in this Lease shall in any manner restrict Landlord's right to assign, transfer, sell, or encumber this Lease in its sole discretion.

SECTION 12.03: Landlord's Limitation of Liability.

Anything to the contrary contained in this Lease notwithstanding, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of the Landlord, individually or collectively, with respect to any of the terms, covenants, conditions and provisions of this Lease, and Tenant shall look solely to the equity of Landlord, successors and assigns in the Demised Premises, and the rents, issues and profits derived therefrom, for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord, or in the event of any liability on the part of Landlord, successors and assigns under any of the terms, covenants, conditions and provisions of this Lease, such exculpation of personal liability being absolute and without exception whatsoever.

SECTION 12.04: Operation of Concessions.

Tenant shall not permit any business to be operated in or from the Demised Premises by any concessionaire or licensee without the prior written consent of Landlord.

ARTICLE XIII

WASTE; GOVERNMENTAL REGULATIONS; AND HAZARDOUS SUBSTANCES

SECTION 13.01: Waste or Nuisance.

Tenant shall not commit, or suffer to be committed, any waste upon the Property, or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Shopping Center or on the Property, or which may disturb the quiet enjoyment of any person within five hundred (500) feet of the boundaries of the Shopping Center.

SECTION 13.02: Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county municipal, state, federal and other applicable governmental authorities now in force, or which may hereafter be in force, pertaining to the Demised Premises, and shall faithfully observe in the use of Demised Premises, all municipal and county ordinances and state and federal statutes now in force, or which may hereafter be in force.

SECTION 13.03: Hazardous Substances.

TENANT'S REPRESENTATIONS. Tenant represents and warrants that during the Term and any extensions or Holding Over periods thereof, the Tenant shall comply with all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Material (as such term is hereinafter defined), waste disposal, air emissions and other environmental matters.

The representations, warranties and agreements of Tenant set forth herein shall survive the expiration or other termination of this Lease, (ii) shall be binding upon the Tenant, its successors

and assigns, and (iii) shall inure to the benefit of and be enforceable by Landlord and Landlord's heirs, personal representatives, successors, and assigns.

Tenant shall also comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to Tenant's use or occupancy of the Property, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Material, Environmental Laws, waste disposal, air emissions and other environmental matters, all zoning and other land use matters.

HAZARDOUS MATERIAL DEFINED. "**Hazardous Material**" shall mean any (a) petroleum product, (b) hazardous substance as defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., (c) medical and biohazardous material as regulated under OSHA Occupational Exposure to Bloodborne Pathogens Standard 29 CFR 1910.1030; and (d) any other chemical, substance, environmental contaminant, or waste that is listed, regulated, or designated as toxic or hazardous (or words of similar meaning and regulatory effect), or with respect to which remedial or removal obligations may be imposed, under any Environmental Law or any such law that may be in effect in the future.

ENVIRONMENTAL LAWS DEFINED. "**Environmental Laws**" shall mean all federal, state, and local laws, regulations, ordinances, rules, orders, and permits which relate to or otherwise impose liability, obligations, or standards with respect to (a) the control of any potential pollutant or the protection of the environment, (b) solid waste, gaseous waste or liquid waste generation, handling, treatment, storage, disposal or transportation, and (c) exposure to hazardous, toxic or other substances alleged to be harmful.

BIOHAZARDOUS WASTE. Tenant covenants that it shall properly dispose of (in accordance with all applicable law using proper medical waste procedures and processes, including, but not limited to, the use of those certain governmentally approved impermeable biohazardous and sharps waste receptacles), all medical refuse, medical waste, biohazardous and infectious material, and sharps waste, at Tenant's sole cost. Tenant shall indemnify and save Landlord harmless from all fines, suits, claims, demands and actions of any kind or nature, by reason of any breach or violation or nonperformance of any conditions hereof on the part of Tenant, or for violation by the Tenant of any of its covenants hereunder.

INDEMNIFICATION: If Tenant breaches the obligations stated in this Section, or if the presence of Hazardous Material on, in or about the Property caused or permitted by Tenant results in contamination of the Property, Tenant shall indemnify, defend and hold Landlord and its directors, officers, employees, agents, successors and assigns harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses which arise during or after the Lease Term, and any Extension or any Holding Over thereof, as a result of such presence of Hazardous Material or damages therefrom.

The foregoing indemnifications from Tenant include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision having jurisdiction due to the presence of Hazardous Material in the soil or

groundwater on or under the Property. Without limiting the foregoing, if the presence of any Hazardous Material on the Property caused or permitted by Tenant results in contamination of the Property, then the Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Material to the Property. The foregoing indemnification shall survive the expiration or earlier termination of the Lease.

The representations, warranties and agreements of the parties set forth in this Article shall survive the expiration or other termination of this Lease, (ii) shall be binding upon the parties, their successors and assigns, and (iii) shall inure to the benefit of and be enforceable by Landlord and Landlord's mortgagees, if any, advancing funds on the security of the Property and their respective heirs, personal representatives, successors, and assigns.

ARTICLE XIV

DESTRUCTION OF DEMISED PREMISES

SECTION 14.01: Destruction of the Demised Premises and Property.

If the Property shall be damaged or destroyed in whole or in part by fire, the elements, unavoidable accident or other casualty, Landlord shall have the right to terminate this Lease by giving Tenant written notice of its election to do so within sixty (60) days after the date on which the damage occurs, whereupon this Lease shall terminate as of the date on which the damage occurs, and the rent shall be adjusted as of said date; but in default of such notice by Landlord, this Lease shall continue and Landlord shall cause the Property to be repaired or restored with diligence. Except in the event of termination of this Lease as aforesaid, the Minimum Rent shall be abated to the extent of the fair rental value of such portion, if any, of the Demised Premises as shall be rendered unfit for occupancy for the usual conduct of Tenant's business in consequences of the damage aforesaid for the period of such unfitness for occupancy.

Notwithstanding anything in the above paragraph or elsewhere in this Lease to the contrary, if the Demised Premises shall be damaged in whole or in part due to any negligent act or omission of Tenant or failure by Tenant to observe the terms, conditions and covenants of this Lease, then Landlord shall be under no obligation to repair or restore the same, and such act, omission or failure of Tenant shall constitute and event of default under the Lease, entitling Landlord to all rights and remedies reserved to Landlord under this Lease in addition to all rights and remedies granted Landlord under the laws of the State in which the Property is located.

In the event that fifty (50%) percent or more of the rentable area of the Shopping Center shall be damaged or destroyed by fire or other cause, notwithstanding that the Demised Premises may be unaffected by such fire or other cause, Landlord may terminate this Lease and the tenancy hereby created by giving to Tenant five (5) days prior written notice of Landlord's election to do so, which notice shall be given, if at all, within the sixty (60) days following the date of said occurrence. Rent shall be adjusted as of the date of such termination.

ARTICLE XV

EMINENT DOMAIN

SECTION 15.01: Total Condemnation.

If the whole of the Demised Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the Term of this Lease shall cease and terminate as of the date of title vesting in such proceeding, and all rentals shall be paid up to that date and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

SECTION 15.02: Partial Condemnation.

If any part of the Demised Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Demised Premises unsuitable for the business of the Tenant, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. In the event of a partial taking or condemnation which is not extensive enough to render the Demised Premises unsuitable for the business of the Tenant, then Landlord shall promptly restore the Demised Premises to a condition comparable to its conditions at the time of such condemnation, less the portion lost in the taking, and the Lease shall continue in full force and effect and the minimum rent shall be reduced proportionately as to the portion lost in the taking.

SECTION 15.03: Landlord's Damages.

In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, the Tenant shall not be entitled to any part of the award as damages or otherwise for such condemnation, and the Landlord is to received the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof.

ARTICLE XVI

TENANT'S PROPERTY

SECTION 16.01: Taxes on Leasehold.

Tenant shall be responsible for, and shall pay for delinquency, all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personalty of any kind placed in, upon, or about the Demised Premises by Tenant.

SECTION 16.02: Loss and Damage.

Landlord shall not be liable for any damage to property of Tenant or of others entrusted to Tenant, nor for the loss of or damage to any property of Tenant by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the Demised

Premises, or from the pipes, appliances or plumbing works or from the roof, street or subsurface, or from any other place, or by dampness, or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other tenants or persons in the Demised Premises, occupants of adjacent property, of the Shopping Center, or the public, or caused by operations in construction of any private, public, or quasi-public works. Landlord shall not be liable for any latent defect in the Demised Premises or in the building of which they form a part. All property of Tenant kept or stored on the Demised Premises shall be so kept or stored at the risk of Tenant only, and Tenant shall hold Landlord Harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers.

ARTICLE XVII

SECTION 17.01: Change of Name.

Tenant agrees not to change the advertised name of the business operated in the Demised Premises without the written permission of Landlord.

SECTION 17.02: Solicitation of Business.

Tenant, and Tenant's employees and agents, shall not solicit business in the parking lot or other common areas, nor shall Tenant distribute any handbills or other advertising matter in automobiles parked in the parking area or in other common areas.

ARTICLE XVIII
DEFAULT AND DISPUTE RESOLUTION

SECTION 18.01: Default by Tenant.

In the event of any failure of Tenant to pay any Minimum Rent or additional rent due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant, or if Tenant or an agent of Tenant shall falsify any report required to be furnished to Landlord pursuant to the terms of this Lease, or if Tenant or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Tenant shall abandon said premises, or suffer this Lease to be taken under write of execution, then Tenant shall be deemed to be in default hereunder and to have committed a breach hereof, and Landlord, besides other rights or remedies it may have, shall have the immediate right of re-entry (and may lockout and deny access to Tenant) and may remove all persons and property from the Demised Premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. If Tenant, or any guarantor of this Lease, shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against Tenant or guarantor of this Lease in any court pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or for

reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's property, then this Lease shall thereupon be automatically terminated. Upon such termination, Landlord, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Demised Premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant or Guarantor of this Lease and their heirs, successors and assigns, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

SECTION 18.02: Right to Relet and Accelerate.

Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may either terminate this Lease or it may, from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Demised Premises, and relet said Demised Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable. Upon each such reletting, all rentals received by the Landlord from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees and of costs of such alterations and repairs; and, third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry, lockout, or taking possession of said Demised Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Further, Landlord is hereby expressly authorized by Tenant to sell and/or auction Tenant's contents located within the Demised Premises, whether the same be categorized as inventory, personalty, trade fixture, or otherwise, and apply the proceeds therefrom to any amounts due from Tenant to Landlord. Tenant shall defend and indemnify Landlord from any suit, claim, or damages resulting from the sale or auction of said contents.

Notwithstanding any such reletting without termination nor anything contained in the Lease to the contrary, upon a breach by Tenant, Landlord may, at any time, elect to terminate this Lease for said breach. Should this Lease be terminated as provided for herein, in addition to any other remedies it may have at law or equity, Landlord may recover from Tenant all damages it may incur by reason of such breach (including consequential damages), the cost of recovering the Demised Premises, reasonable attorneys' fees and other expenses incurred, and accelerate and declare immediately due and payable the remaining (and any past due) Minimum Rent and additional rent for the balance of the Term (or option period, as may be applicable), which shall be discounted by the Prime Rate as set out in The Wall Street Journal on the date of payment.

SECTION 18.03: Dispute Resolution; Attorneys' Fees.

In case of employment of an attorney or attorneys, or if suit shall be brought for recovery of possession of the Demised Premises, for the recovery of any rental or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefore, including reasonable attorneys' fees.

ARTICLE XIX

HOLDING OVER

SECTION 19.01: Holding Over.

Any holding over after the expiration of the term hereof, without the consent of the Landlord, shall be construed to be a tenancy from month-to-month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions here specified at a 200% increase, so far as applicable.

ARTICLE XX

ACCESS, RESERVATIONS AND RELEASES OF LANDLORD

SECTION 20.01: Right of Entry.

Tenant shall permit Landlord, its agents, employees and contractors, to renter the Demised Premises and all parts thereof at any reasonable time to inspect the same and to enforce or carry out any provision of this Lease.

SECTION 20.02: Exclusive Use of Roof and Side Walls.

Landlord shall have the exclusive right to use all or any part of the roof and side walls of the Demised Premises for any purpose.

SECTION 20.03: Non-Exclusive Remedies.

The mention in this Lease of any specific right or remedy shall not preclude Landlord from exercising any other right, or from having any other remedy, or from maintaining any action to which it may be otherwise entitled, either at law or in equity.

SECTION 20.04: Release from Liability.

Tenant agrees not to hold Landlord responsible or liable in damages by abatement of rent or otherwise for any damage sustained by Tenant or any other person due to the building, or any part thereof, or any appurtenances thereof, becoming out of repair, or due to the happening of any accident, especially, but not exclusively, any damage caused by water, snow, windstorm, tornado,

gas, steam, electric wiring, plumbing or heating apparatus; and not to hold Landlord liable for any acts or omissions of co-tenants or other occupants of the building, or for losses by theft. Notwithstanding anything elsewhere in this lease, Tenant hereby released Landlord from any claim (regardless of cause) with respect to water or other damage sustained by Tenant from the sprinkler system covering the premises and/or the operation of said sprinkler system.

ARTICLE XXI

QUIET ENJOYMENT

SECTION 21.01: Landlord's Covenant.

Upon payment by Tenant of the rents provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Demised Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XXII

MISCELLANEOUS

SECTION 22.01: Waiver.

The waiver by Landlord or Tenant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord or Tenant, unless such a waiver be in writing by Landlord or Tenant.

SECTION 22.02: Accord and Satisfaction.

No payment by Tenant, or receipt by Landlord, of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

SECTION 22.03: Entire Agreement.

This Lease, and the Exhibits and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Demised Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

SECTION 22.04: No Partnership.

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business or otherwise, or joint adventurer or a member of a joint enterprise with Tenant.

SECTION 22.05: Notices.

All notices required, or options granted, under this Lease shall be given or exercised in writing, and shall be deemed to be properly served if delivered in writing personally, or sent by Certified Mail with return receipt requested, or if sent by email, upon the date of email confirmation thereof by the receiving party.

If to Tenant:

_____
_____
_____
_____

with a copy to :

_____
_____
_____
_____

or such other address as may be specified by Tenant upon fourteen (14) days prior written notice to Landlord,

and to Landlord as follows:

Park Center, Inc.
157 North Conception Street
Mobile, AL 36603

Email:
risaksonsr@lafayetteland.com,

watson@ lafayetteland.com,

Phone: (251) 340-6505

or such other address as may be specified by Landlord in written notice to Tenant.

SECTION 22.06: Captions and Section Numbers.

The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or described the scope or intent of such sections or articles of this Lease, nor in any way affect this Lease.

SECTION 22.07: Posting.

During the period of Six (6) Months prior to the expiration of this Lease or any renewal thereof, Landlord shall have the right to display on the exterior of the premises, but not in any window or doorway thereof, the customary sign, "For Lease", and during such period Landlord may show the premises and all parts thereof to prospective tenants between the hours of 10:00 a.m. and 5:00 p.m. on any day except Sunday and any legal holiday on which Tenant shall not conduct business.

SECTION 22.08: Recording.

Tenant shall not record this Lease without the written consent of Landlord; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purposes of recordation. Said memorandum or "short form" of this Lease shall describe the parties, the Demised Premises and the Term of this Lease and shall incorporate this Lease by reference. Tenant shall record this Lease or said "short form" at the request of the Landlord, and shall pay the cost of recording same.

SECTION 22.09: Common Area Expenses.

Common Area Expenses means all costs and expenses paid or incurred by Landlord or on Landlord's behalf with respect to the operation, servicing, management, maintenance, improvement and repair (including replacements that are not reimbursed) of the Property, including without limiting the foregoing all costs and expenses incurred for: (i) salaries and benefits for employees; (ii) water, gas, electric and other utilities used for the common areas, including taxes thereon; (iii) painting and decoration (excluding painting and decorating any tenant's space); (iv) insurance maintained by Landlord with respect to the Property and the maintenance and operation thereof, including property damage, rent interruption, liability, terrorism and fidelity insurance; (v) equipment rentals; (vi) cleaning and security services and equipment, including alarm services, for the common areas; (vii) services of independent contractors and agents; (viii) repairs, alterations, improvements and replacements made by Landlord at its expense, whether ordinary or extraordinary, capital or non-capital, except that the cost of capital improvements shall be amortized over their useful life as determined by Landlord; (ix) striping, repairing, resurfacing, and replacing the parking lot; (x) lighting of common areas,

(xi) management fees; (xii) legal, architectural, engineering and other professional fees incurred in connection with the operation, servicing, management, maintenance and repair of the Property; (xiii) removal of water, snow, ice, trash, and debris; (xiv) installing and maintaining signs and sign pylons; (xv) fire protection and emergency protection; (xvi) maintenance, repair and replacement of awnings, paving, curbs, utility systems, sewer systems, walkways, sidewalks, landscaping, drainage, pipes, ducts, conduits, lighting and similar items; (xvii) extermination; and (xviii) all other charges properly allocable to the operation, servicing, management, maintenance and repair of the Property. If there are no direct employees of Landlord, then a fifteen (15%) percent administrative fee shall be apply to Common Area Expenses. Notwithstanding the foregoing, the term "Common Area Expenses" shall not include the following: (1) real estate taxes, (2) the cost of any work or service performed for or provided to any tenant of space in the Shopping Center (including Tenant) at such tenant's cost and expense, (3) costs incurred by Landlord in connection with entering into or enforcing leases of space in the Shopping Center, including the cost of any alterations which are made in order to prepare space for occupancy by a new tenant, brokerage commissions, and attorneys' fees for lease negotiations and to enforce leases, (4) casualty costs to the extent Landlord is actually reimbursed by insurance, (5) debt service, financing and refinancing expenses, and (6) fine art work.

SECTION 22.10: Force Majeure.

If either party is delayed, hindered in or prevented from the performance of any act required under this Lease by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations or orders, riots, insurrection, war, acts of God or other reasons of a like nature not the fault of the party delayed in its performance, then, except for payment of rental, performance of such act will be excused for the period of the delay and the period for the performance of any such act will be extended for a period equivalent to the period of such delay.

SECTION 22.11: Brokers.

BROKERS. Landlord and Tenant each represent and warrant that it has had no dealings or conversations with any real estate broker in connection with the negotiation and execution of this Lease and Landlord and Tenant each agree to indemnify the other from and against all liabilities arising from any successful claim of any other real estate broker, including counsel fees, resulting from their respective acts.

SECTION 22.12: Taxes on Rentals.

In the event that any federal, state, local or other governmental authority shall impose or assess any tax, levy or other charge on or against all or any part of the rentals paid or to be paid by Tenant under the terms of this Lease, and Landlord is thereby required to collect from Tenant and/or to pay such tax, levy or charge to such authority, Tenant covenants and agrees within ten (10) days from written demand therefore, to pay to or reimburse Landlord (as the case may be) all such charges as may be imposed or assessed, which, for the purposes of this Lease, shall be deemed to be due from Tenant as additional rent.

EXHIBIT "A"
Demised Premises
Illustrated below and outlined in bold red
[Not necessarily to scale]

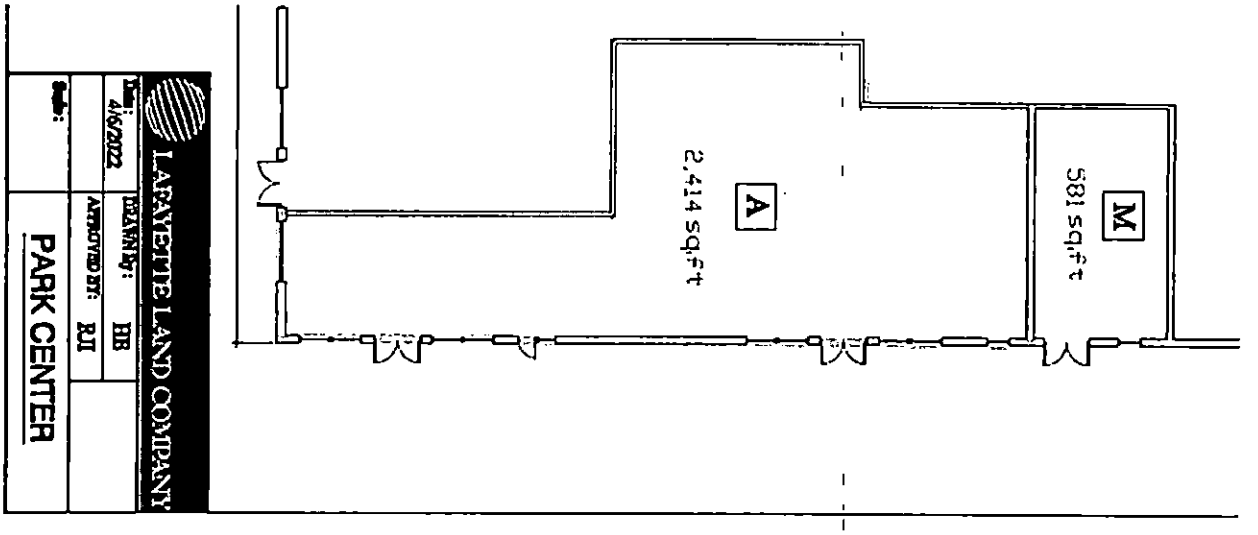


EXHIBIT "B"

LANDLORD'S WORK

None.
Tenant accepts the Demised Premises "as-is" "where-is".

EXHIBIT "C"

COMMENCEMENT DATE AGREEMENT

THIS AGREEMENT, made and entered into as of the_____day of_____, 201_, by and between _____ LLC (as "Landlord"), and _____, LLC, a _____ limited liability company (as "Tenant"),

WHEREAS, Landlord and Tenant entered into a Lease dated_____, for Demised Premises located at _____ (the "Lease");

WHEREAS, the Lease provides that the parties will execute this Agreement within ten (10) days after the Substantial Completion under the Lease; and

WHEREAS, Landlord and Tenant now desire to set forth in this instrument the Commencement Date and expiration date of the term of the Lease.

W I T N E S S E T H

Landlord and Tenant hereby agree and confirm that the initial term of the Lease commences on _____, 201_ and expires on_____, 202_, at midnight, unless sooner terminated or extended in accordance with the Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed this Commencement Date Agreement.

All other terms, covenants and conditions of the Lease shall remain in full force and effect.

Landlord: Tenant:

EXHIBIT "D"

Tenant's Work

All other work necessary to complete the construction of the Demised Premises in order to permit tenant to open for business ("**Tenant's Work**") shall be performed by Tenant, at Tenant's expense, in accordance with Tenant's final plans and specifications which shall have first been reviewed and approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. General provisions and standards relating to Tenant's Work are as follows:

Cosmetic improvements on various interior items including, but not limited to, sheetrock, lighting, flooring, appliances, installation of various items including, but not limited to, wait seating, sub-dividers, ceiling fans and other similar fixtures.

EXHIBIT "E"

RULES & REGULATIONS

Except as otherwise permitted in the Lease, Tenant shall comply with the following Rules & Regulations for the Shopping Center:

1. Sidewalks, doorways, vestibules, halls, stairways, and similar areas shall not be obstructed nor shall refuse, furniture, boxes or other items be placed therein by Tenant or its officers, agents, servants, and employees, or used for the purposes other than ingress and egress to and from the Demised Premises, or for going from one part of the Shopping Center to another part of the Shopping Center.

2. No signs, directories, posters, advertisements or notices shall be painted or affixed on or to any of the windows or doors, or in corridors or other parts of the Demised Premises, except in such color, size and style, and in such places as shall be first approved in writing by Landlord in its discretion. Landlord shall have the right to remove all unapproved signs without notice to Tenant, at the expense of the Tenant. Banners are not allowed. Exceptions are made for new store openings.

3. Tenants shall not do, or permit anything to be done, in or about the Shopping Center, or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the Demised Premises, or on property kept therein or otherwise increase the possibility of fire or other casualty.

4. A tenant shall notify the Shopping Center manager when safes or other heavy equipment are to be taken in or out of the Demised Premises, and the moving shall be done after written permission is obtained from Landlord on such conditions as Landlord shall require.

5. Each Tenant shall cooperate with Landlord's employees in keeping Demised Premises neat and clean.

6. Tenant shall not cause or permit any improper noises in the lease premises, or allow any unpleasant odors to emanate from the Demised Premises, or otherwise interfere with, injure or annoy in any way other Tenants, or persons having business with them.

7. Tenant shall not dispose of crates, boxes, etc., on the sidewalks. Landlord has provided Dumpsters for all trash disposal.

8. No machinery of any kind, other than ordinary office machines such as computers, cash registers, and calculators and machinery used in the original course of a dental practice or dental services, shall be operated on Demised Premises without the prior written consent of Landlord, nor shall a Tenant use or keep in the Demised Premises any flammable or explosive fluid or substance or any illuminating materials.

9. No bicycles, motorcycles or similar vehicles will be allowed on the sidewalks of the Shopping Center.

10. Landlord has the right to evacuate the Shopping Center in the event of an emergency or catastrophe.

11. Tenants will not locate furnishings or cabinets adjacent to mechanical or electrical access panels or over air conditioning outlets so as to prevent operating personnel from servicing such units as route or emergency access may require. Cost of moving such furnishings for Landlord's access will be for Tenant's account.

12. Tenant shall comply with such parking rules and regulations as may be posted and distributed from time to time.

13. No portion of the Shopping Center shall be used for the purposes of lodging rooms.

14. Prior written approval, which shall be at Landlord's sole discretion, must be obtained for installation of window shades, blinds, drapes, or any other window treatment of any kind whatsoever. Landlord will control all internal lighting that may be visible from the exterior of the Shopping Center and shall have the right to change any unapproved lighting, without notice to Tenant, at Tenant's expense.

15. No Tenant shall make any changes or alterations to any portion of the Shopping Center without Landlords' prior written approval, which may be given on such conditions as Landlord may elect. All such work shall be done by Landlord or by contractors and/or workmen approved by Landlord, working under Landlord's supervision.

16. Landlord reserves the right to rescind any of these rules and make such other and further reasonable rules and regulations as in its judgment shall from time to time be needed for the operation of the Shopping Center.

17. MOVING-IN or MOVING-OUT - Moving furnishings of any kind must be done after 7:00 p.m. or before 9:00 a.m. during the regular work week Monday through Saturday. Moving in an out on Sunday must be done before 10:00 a.m. or after 6:00 p.m.

18. All tenants, employees, agents and/or invitees of tenants shall be prohibited from carrying any weapons within the premises or common areas.

19. Tenant is responsible for their HVAC system unless otherwise setout within Tenant's lease agreement.

20. Tenant is responsible for having their storefront, windows and doors cleaned regularly. In addition, Tenant should always keep the storefront in good repair.

21. Tenant is to call Landlord immediately to report any roof leaks.

PARKING RULES AND REGULATIONS

1. Parking at the front of retail storefronts at the Shopping Center is intended for visitors. Tenants and their employees should not park in these areas. Store Management should direct its employees to park as far away from storefronts as possible.

2. Vehicles are not to be parked in service areas or drives except for purposes of temporary loading or unloading.

3. Your cooperation in parking small cars in compact designated spaces is requested and appreciated.

4. Handicap spaces are solely for use by handicapped persons.

5. Except for emergencies, car repair is not permitted on the premises.

6. No vehicle is allowed to be left overnight without management permission.

7. All parkers should obey signs and follow the proper traffic directions.

8. Management reserves the right to tow cars which do not conform to these rules. All towing and related expenses shall be paid by the owner of the vehicle.

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	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☑ New Business ☐ New Owner ☐ Location Change	☒ No ☐ Yes Relocation Date	☐ 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	Trade Name (DBA)
Thai Chilli by Siam	

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
744 Museum Dr.	Mobile	AL	36608

Business Contact Person Information

Name	Title	Phone	Email
Nareerat Balbastro.	owener		Noi_421@hotmail.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq. Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
2414	9+	9	✓	B-3	✓

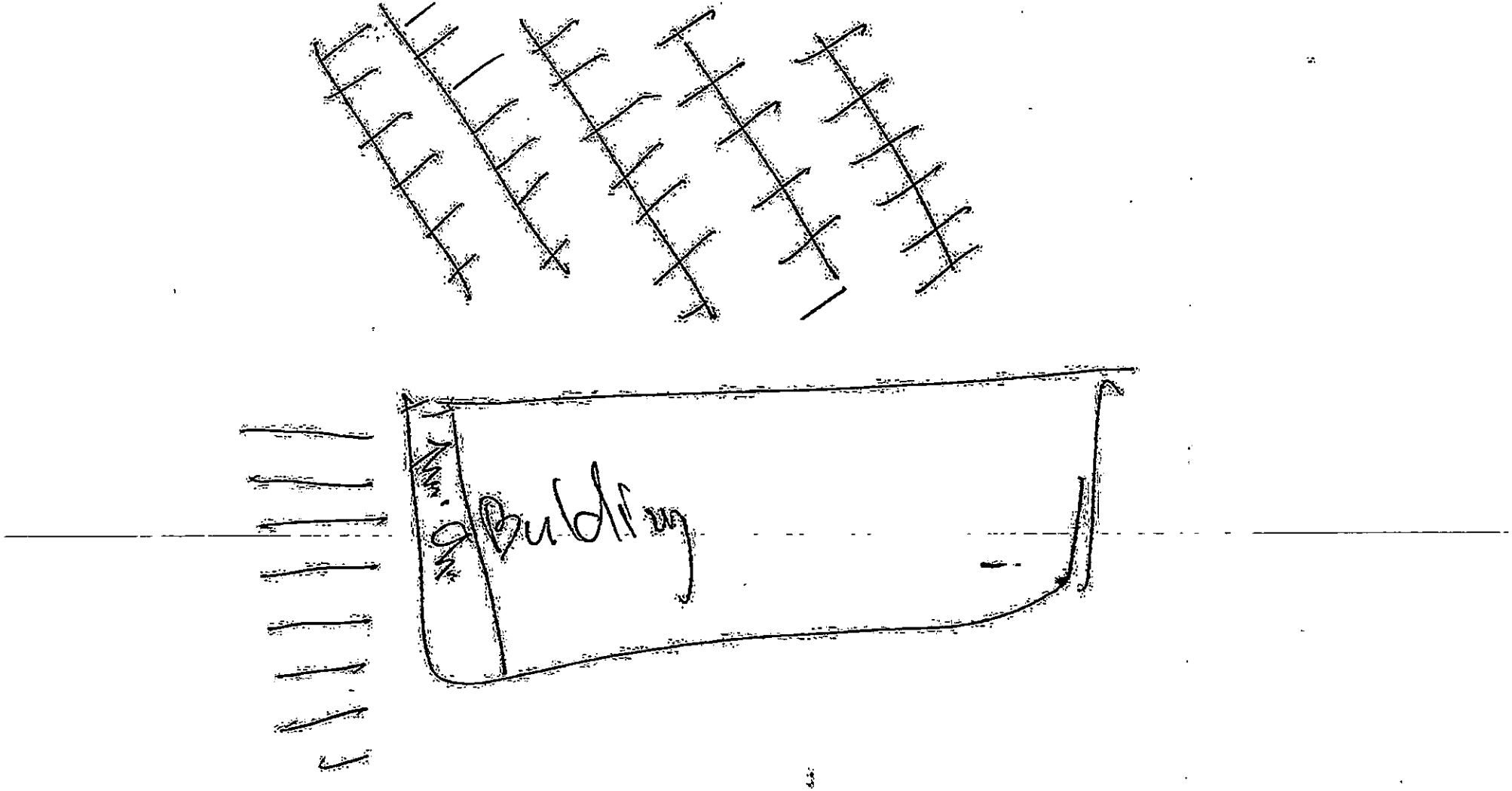
Comments

EXISTING RESTAURANT

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	9-12-2025

Thai Chilli By Siam

2414 SF



Planning & Zoning Department

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

PERMIT NUMBER
ZC-149416-2025
Issue Date: 02/07/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022806141002008.	744 Museum Dr	

Business Name	Issued To	Zoning Districts
Thai Chilli by Siam	Name: Nareerat Balbastro Company: Siam Thai Cuisine Address: 915 Hillcrest Rd C Mobile, AL 36695 Phone:	B-3

This Zoning Classification Allows the property to be used for:
RESTAURANT

Conditions of Use

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

Issued By: Jackson Taylor

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

Telephone:251.208.5895 Fax: 251.208.5896

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **2002 Good Street**

Sponsored by: Councilmember Gina Gregory, District 7

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 **2002 Good 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 **2002 Good Street** to be **$2,400.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$2,400.00** shall constitute a special assessment against the property at structure **2002 Good Street** and being that property more particularly described as follows:

COMG NW COR DONALD & GOOD STS RUN WLY ALG N/L GOOD ST 55.25 FT FOR BEG CONT WLY ALG N/L GOOD ST 55.25 FT TH WITH INT ANG OF 88 DEG 25 MIN RUN NLY 70 FT TH WITH INT ANG 91 DEG 35 MIN RUN ELY 55.25 FT TH WITH INT ANG 88 DEG 25 MIN RUN SLY 70 FT TO GOOD ST TO BEG BEING PT LOT 10 BLK 1 TOULMINVILLE HGTS SUB DBK 130 PG 276 #SEC 44 T4S R1W #MP29 02 44 0 014

Parcel No.: **29 02 44 0 014 459.xxx**

Owner: **WILLIAMS JIMMIE**
2015 DAVID DR
EIGHT MILE AL 36613-3435

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 30, 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 **2002 Good Street**, for the proposed amount of **$2,400.00.**

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

Lisa C. Lambert

Lisa C. Lambert
City Clerk

August 6, 2025

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

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-104-24	**2002 Good 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: COMG NW COR DONALD & GOOD STS RUN WLY ALG N/L GOOD ST 55.25 FT FOR BEG CONT WLY ALG N/L GOOD ST 55.25 FT TH WITH INT ANG OF 88 DEG 25 MIN RUN NLY 70 FT TH WITH INT ANG 91 DEG 35 MIN RUN ELY 55.25 FT TH WITH INT ANG 88 DEG 25 MIN RUN SLY 70 FT TO GOOD ST TO BEG BEING PT LOT 10 BLK 1 TOULMINVILLE HGTS SUB DBK 130 PG 276 #SEC 44 T4S R1W #MP29 02 44 0 014

Parcel Number: **29 02 44 0 014 459.XXX**
Amount: ~~**$ 2,200.00**~~ $2,400.00
Assessed: WILLIAMS JIMMIE
2015 DAVID DR
EIGHT MILE AL 36613-3435

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

Sincerely yours,

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

CC: City Council Member, Corey Penn, David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1416 Old Shell Road**

Sponsored by: Councilmember Gina Gregory, District 7

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 **1416 Old Shell 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 **1416 Old Shell Road** to be **$3,695.00** 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: **$3,695.00** shall constitute a special assessment against the property at structure **1416 Old Shell Road** and being that property more particularly described as follows:

COMG NE COR OLD SHELL RD & LAFAYETTE ST TH ELY 51 FT- S TO BEG TH CONT ELY 51 FT- S- TH NLY 129 FT-S- TH WLY 50 FT-S- TH SLY 129 FT-S- TO POB BEING PT GRT SEC 25 T4S R1W #SEC 25 T4S R1W #MP29 07 25 0 006

Parcel No.: **29 07 25 0 006 019**

Owner: **OLIVER ROBERT SR C/O IRENE CANNON**
1907 VIA IMMACULATA
MOBILE AL 36605

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 30, 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 **1416 Old Shell Road**, for the proposed amount of **$3,695.00.**

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

Lisa C. Lambert

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:	LOCATION:
ME-158--24	**1416 Old Shell 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: COMG NE COR OLD SHELL RD & LAFAYETTE ST TH ELY 51 FT- S TO BEG TH CONT ELY 51 FT- S- TH NLY 129 FT-S- TH WLY 50 FT-S- TH SLY 129 FT-S- TO POB BEING PT GRT SEC 25 T4S R1W #SEC 25 T4S R1W #MP29 07 25 0 006

Parcel Number: 29 07 25 0 006 019
Amount: ~~**$ 3,495.00**~~ $3,695.00
Assessed: OLIVER ROBERT SR C/O IRENE CANNON
1907 VIA IMMACULATA
MOBILE AL 36605

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

Sincerely yours,

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

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy

RESOLUTION

Sponsored by: Councilmember William Carroll, District 2

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Holt Road, be given the honorary name of “Honorary Albert Pettway, II Way”.

Adopted:

_____
City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **September 24, 2025**

SUBJECT: WEED LIEN GROUP **1669**

Attached, please find Assessment Lists for Weed Lien Group Number **1669** 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): 9/30/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 11/4/2025

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

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

NUISANCE PHOTOS (DATED): 11/2/2025

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 11/16/2025

LEGAL NOTICE ADS: 11/22/2025-11/29/2025

POSTING DATE: 11/28/2025

Copy to: Marchetta Taite

	WEED LIEN	
	CONTRACT NUMBER	
	1669	Res. No.
9/30/2025	LOTS TO BE DECLARED	58-
11/4/2025	LOTS FOR PUBLIC HEARING	58-
//2025	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	OLD SRO CASE #	CASE #	Amount Assessed	Dis	N/A CBO
1	450 Africatown Blvd	68407	69380		2	
2	1902 Clinton Avenue	50781	69381		1	
3	1101 Donald Street	53341	69382		1	
4	2608 Lost River Road	61970	69383		3	
5	858 Charles Street	63208	69385		2	
6	1754 Belfast Street	59202	69386		2	
7	718 Johnston Avenue	52579	69387		2	
8	7072 Bowers Lane	66567	69388		4	
9	350 Dunbar Street	49862	39389		2	
10	256 Clay Street	57525	69390		2	
11	254 Clay Street	57524	69391		2	
12	1311 Congress Street	51856	69392		2	
13	1503 Cedar Crescent Drive	65340	69394		3	
14	757 Charles Street	63734	69395		3	
15	6 N Lawrence Street	56552	69396		2	
16	1017 Baltimore Street	60065	69397		3	
17	1919 St Stephens Road	58920	69398		1	
18	962 Bernice Hudson Drive		69402		3	
19	605 Gayle Street		69403		2	
20	722 Kentucky Street	66100	69404		3	
21	7052 Carrabelle Key		70875		6	
				$ -		

Numbers of lots cut District total for this group	
1	3
2	10
3	6
4	1
5	0
6	1
7	0
	21

Numbers of lots cut	
1	
2	
3	
4	
5	
6	
7	
	0

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector

Tammy Parker 9-25-25

Marchetta Tate 9-25-25

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 93** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **September 24, 2025**

SUBJECT: **Repeat Weed Lien Invoices G-93**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **93.** Please place these on the City Council's Agenda for **September 30,2025.**

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite,

	REPEAT WEED LIEN							
	CONTRACT NUMBER							
	GROUP 93						Res. No.	
7/21/2025	1st REPEAT WEED LIEN LETTERS SENT						11-058	
9/30/2025	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST							
Item No.	Address	Dis	Old SRO Case #	New Case #	Initial	Times cut within	Amount Assessed	CBD CBO
1	1214 Satchell Street	1	51594	53357	10/22/2024	1	$ 275.00	
2	1100 Wellington Street	1	50819	53358	8/15/2023	2	$ 378.00	
3	0 Lincoln Ave	2	52992	53359	4/2/2024	1	$ -	CBD
	Par. No . (22 08 44 0 019 092.XXX)							
4	658 Cherokee Street	2	38113	53360	10/10/2023	1	$ 275.00	
5	502 Stanton Road	1		53361	7/2/2024	2	$ 375.00	
6	2400 Railroad Street	2		53362	2/14/2023	3	$ 513.49	
7	1416 Tampa Drive	3	51102	53363	8/13/2024	1	$ 275.00	
8	1107 Congress Street	2	50960	53364	7/2/2024	1	$ 275.00	
9	112 Bush Avenue	2	51542	53365	4/2/2024	1	$ 275.00	
10	220 Abrams Street	1	51957	53366	12/5/2023	2	$ 375.00	
11	2853 Plesant Valley Road	4	51983	53367	8/30/2022	3	$ 980.84	
12	809 Chin Street	2	50059	53368	8/2/2023	1	$ 275.00	
13	1913 Beau Terra Dr W	1		53369	4/2/2024	1	$ 293.09	
14	1909 Beau Terra Dr W	1		53370	4/2/2024	1	$ 294.89	
15	703 Euclid Street	5	51391	53371	1/17/2023	3	$ 475.00	
16	2353 Hart Avenue	1	51334	53372	11/29/2022	3	$ 522.85	
17	1853 Toulmin Avenue	1	51745	53373	3/26/2024	1	$ 278.00	
18	1863 Mott Dr S	1	51111	53375	4/25/2023	2	$ 375.00	
19	2355 Dog River Dr N	4	52582	53376	7/2/2024	1	$ 50.00	CBO
20	2052 Avondale Ct	2	51117	53377	8/16/2022	3	$ 475.00	
	Total						$7,036.16	

District total for this group		Numbers of lots cut	
1	9	1	9
2	7	2	6
3	1	3	1
4	2	4	1
5	1	5	1
6	0	6	0
7	0	7	0
	20		18

*CBO Cut By Owner
*N/A Taken out by Inspector
*ADD Added in from other Groups

Amy Jackson 9-24-25
Marchetta Tate 9.24.25

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 23, 2025

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **93** Item # **1**

Lot Description: **LOT 23 BLK 10 MECHEM & SAGES 2ND SUB OF LAFARGUE PLACE DBK 121/511 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 364.XXX) 1214 SATCHEL STREET**

Nuisance Date: 7/21/2025

Date lot was cut: 9/12/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,600	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	275.00

Shelia Dean

SECRETARY

Marchetta Davis

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 23, 2025

Lot Owner: **REYNOLDS EDW J & OLIVIA**

Address: **10730 HUNTER CIRCLE WEST**

City, State, Zip: **MOBILE, AL 36695**

Repeat Group Number: **93** Item # **2**

Lot Description: **LOT 1 GARDINA SUB MBK 5 PG 163 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 421.XXX) 1100 WELLINGTON STREET**

Nuisance Date: 7/21/2025

Date lot was cut: 9/12/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,247	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		1	$	3.00	$	**3.00**
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**378.00**

Shelia Dean

SECRETARY

Marchetta Daute

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 23, 2025

Lot Owner: **NETTLES NICODEMUS & CREOLA NETTLES**

C/O GWENDOLYN NETTLES

Address: **7101 JAMESON PASS**

City, State, Zip: **ALPHARETTA, GA 30022-3043**

Repeat Group Number: **93** Item # **4**

Lot Description: **LOT 20 BLK 4 FULTON HOMES D BK 156 P 426 #SEC 28 T4S R1W #MP29 10 28 3 002 (29 10 28 3 002 044.XXX) 658 CHEROKEE STREET**

Nuisance Date: 7/21/2025

Date lot was cut: 9/12/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,834	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	275.00

SheliaDear

SECRETARY

Marchetta Davis

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 23, 2025

Lot Owner: **KIRKSEY THOMAS & COAROLYN I**

ATTN FRANKIE MILLER

Address: **300 FAVOR RD APT 6209**

City, State, Zip: **FAYETTEVILLE, GA 30214-7699**

Repeat Group Number: **93** Item # **5**

Lot Description: **LOT 42 STANTON PL MBK 6/279 #SEC 42 T4S R1W #MP29 07 42 0 003 (29 07 42 0 003 051.XXX) 502 STANTON ROAD**

Nuisance Date: 7/21/2025

Date lot was cut: 9/12/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,335	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts		2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	375.00

Shelia Dean

SECRETARY

Magnetta Dade

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 23, 2025

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **93** Item # **6**

Lot Description: **LOTS 21 & 22 BATTOTTI PLACE DBK 93/428 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 233.XXX) 2400 RAILOROAD STREET**

Nuisance Date: 7/21/2025

Date lot was cut: 9/12/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		13,079	$	0.0125	$	**163.49**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	3	$	100.00	$	**300.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**513.49**

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 23, 2025

Lot Owner: **DONALDSON JACQUELYN A**

Address: **1416 TAMPA DR**

City, State, Zip: **MOBILE, AL 36605-3528**

Repeat Group Number: **93** Item # **7**

Lot Description: **LOT 10 BLK B CEDAR POINT RD ESTS MBK 8 P 68 #SEC 40 T5S R1W #MP32 08 40 0 001 (32 08 40 0 001 110.XXX) 1416 TAMPA DR**

Nuisance Date: 7/21/2025

Date lot was cut: 9/12/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,750	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**275.00**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 23, 2025

Lot Owner: **BATES RHETT P & DOCIA C**

Address: **307 S DESOUNETTES AVE**

City, State, Zip: **DEMOPOLIS, AL 36732-1941**

Repeat Group Number: **93** Item # **8**

Lot Description: **BEG S/S CONGRESS ST 119.17 FT W OF SW COR CONGRESS & KENNEDY STS TH W 30 FT FOR FRONT SLY 125 FT ELY 31.27 FT NLY 125 FT TO POB PT LOTS 5 & 6 BLK 17 CAMP GROUND TRT MBK 1 PG 12 #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 632.XXX) 1107 CONGRESS ST**

Nuisance Date: 7/21/2025

Date lot was cut: 9/12/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,210	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	275.00

Shelia Dean
SECRETARY

Marchetta Foute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 23, 2025

Lot Owner: **BATES RHETT P & DOCIA C**

Address: **1704 ROANOKE AVE**

City, State, Zip: **SACRAMENTO, CA 95838**

Repeat Group Number: **93** Item # **8**

Lot Description: **BEG S/S CONGRESS ST 119.17 FT W OF SW COR CONGRESS & KENNEDY STS TH W 30 FT FOR FRONT SLY 125 FT ELY 31.27 FT NLY 125 FT TO POB PT LOTS 5 & 6 BLK 17 CAMP GROUND TRT MBK 1 PG 12 #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 632.XXX) 1107 CONGRESS ST**

Nuisance Date: 7/21/2025

Date lot was cut: 9/12/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,210	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**275.00**

Shelia Dean
SECRETARY

Machetta Jones
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 23, 2025

Lot Owner: **SFN HOLDINGS LLC**

Address: **2744 HYLAN BLVD PMB 109**

City, State, Zip: **STATEN ISLAND, NY 10306-4658**

Repeat Group Number: **93** Item # **9**

Lot Description: **COMG NE COR OLD SHELL RD & BUSH AVE THEN NLY 332 FT TO BEG TH ELY 190 FT TH SLY 51.42 FT-D- 56 FT-S- TH WLY 194 FT N 60 FT TO POB BEING PT GRT SEC 40 #SEC 40 T4S R1W #MP29 06 40 0 008 (29 06 40 0 008 020.XXX) 112 BUSH AVENUE**

Nuisance Date: 7/21/2025

Date lot was cut: 9/12/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,210	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**275.00**

Shelia Dean
SECRETARY

Markehetta Coate
INSPECTOR

Amy Lee
SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 23, 2025

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **93** Item # **10**

Lot Description: **COMG NW COR LOT 15 BLK 1 INGATE PLACE DBK 106 PG 86 RUN S ALG E/S EAST ST 92 FT TO BEG THEN E RIGHT ANGLE TO EAST ST 150 FT THEN S PAR TO EAST ST 46 FT THEN W RIGHT ANGLE TO EAST ST 150 FT THEN N ALG E/S EAST ST 46 FT TO BEG #SEC 18 T4S R1W #MP29 08 18 2 003 (29 08 18 2 003 090.XXX) 220 ABRAMS STREET**

Nuisance Date: 7/21/2025

Date lot was cut: 9/12/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,204	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**375.00**

Shelia Dean

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 23, 2025

Lot Owner: **HOWELL CHARLES E**

Address: **1410 ALVAREZ DR**

City, State, Zip: **SARALAND, AL 36571-9252**

Repeat Group Number: **93** Item # **11**

Lot Description: **N 200 FT OF LOTS 1 & 2 HOWELLS 4TH ADD MBK 3 PG 265 #SEC 51 T4S R1W #MP29 09 51 0 006 (29 09 51 0 006 072.XXX) 2853 PLEASANT VALLEY ROAD**

Nuisance Date: 7/21/2025

Date lot was cut: 9/12/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		50,467	$	0.0125	$	**630.84**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	3	$	100.00	$	**300.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**980.84**

Shelia Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 23, 2025

Lot Owner: **BRYANT VIRGINIA**

C/O SANDRA BRYANT MOSLEY

Address: **5417 SPRING DR**

City, State, Zip: **MOBILE, AL 36693**

Repeat Group Number: **93** Item # **12**

Lot Description: **LOTS 15 & 16 BLK 6 WEST HIGHLANDS DBK 156 PG 478-81 LESS & EXC FOR RD ROW #SEC 44 T4S R1W #MP29 02 44 0 004 (29 02 44 0 004 310.XXX) 809 CHIN STREET**

Nuisance Date: 7/21/2025

Date lot was cut: 9/12/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,444	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	275.00

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 23, 2025

Lot Owner: **DEUTSCHE BANK NATIONAL**

C/O ARACELI URQUIDI

Address: **9451 CORBIN AVE**

City, State, Zip: **NORTRIDGE, CA 91324**

Repeat Group Number: **93** Item # **13**

Lot Description: **LOT 119 BEAU TERRA 4TH UNIT MBK 8 P 290 #SEC 01 T4S R2W #MP28 01 01 2 002 (28 01 01 2 002 022.XXX) 1913 BEAU TERRA DR W**

Nuisance Date: 7/21/2025

Date lot was cut: 9/12/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		11,447	$	0.0125	$	**143.09**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**293.09**

Shelia Dean

SECRETARY

Marchetta Tuite

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 23, 2025

Lot Owner: **WESTON ANNA PALMER DAVIS**

Address: **1909 BEAU TERRA DR W**

City, State, Zip: **MOBILE, AL 36618**

Repeat Group Number: **93** Item # **14**

Lot Description: **LOT 118 FOURTH UNIT BEAU TERRA MBK 8 P 290 #SEC 1 T4S R2W #MP28 01 01 2 002 (28 01 01 2 002 023.XXX) 1909 BEAU TERRA DR W**

Nuisance Date: 7/21/2025

Date lot was cut: 9/12/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		11,591	$	0.0125	$	**144.89**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**294.89**

Shelia Dean
SECRETARY

Margaretta Jones
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 23, 2025

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **93** Item # **15**

Lot Description: **LOT 2 BLK 14 BON AIR ESTS DBK 156 P 374 #SEC 29 T4S R1W #MP29 09 29 4 001 (29 09 29 4 001 105.XXX) 703 EUCLID STREET**

Nuisance Date: 7/21/2025

Date lot was cut: 9/12/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,500	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	3	$	100.00	$	**300.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**475.00**

Shelia Dean

SECRETARY

Manchetta Davis

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 23, 2025

Lot Owner: **DAVIS JOE JR & MICHELLE M**

Address: **1490 E 3RD AVE**

City, State, Zip: **BAYSHORE, NY 11706-3022**

Repeat Group Number: **93** Item # **16**

Lot Description: **LOT 7 & E 19 FT OF LOT 8 BL K 1 SUMMERVILLE PL MBK 3 P 632 #SEC 44 T4S R1W #MP29 02 44 0 029 (29 02 44 0 029 075.XXX) 2353 HART AVENUE**

Nuisance Date: 7/21/2025

Date lot was cut: 9/12/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		12,388	$	0.0125	$	**154.85**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	3	$	100.00	$	**300.00**
Per Spare Tire		6	$	3.00	$	**18.00**
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**522.85**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 23, 2025

Lot Owner: **WALKER DAN**

C/O JESSICA CHASTANG

Address: **403 ETHEL H SEALS CT**

City, State, Zip: **EIGHT MILE, AL 36613-3424**

Repeat Group Number: **93** Item # **17**

Lot Description: **E 20 FT OF THE N 1/2 OF LOT 26 & W 26 FT OF THE N 1/2 OF LOT 27 OF THE LEWIS ADDN TO TOULMINVILLE DBK 156 P 260 #SEC 44 T4S R1W #MP29 02 44 0 023 (29 02 44 0 023 272.023) 1853 TOULMIN AVENUE**

Nuisance Date: 7/21/2025

Date lot was cut: 9/12/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,385	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		1	$	3.00	$	**3.00**
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**278.00**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 23, 2025

Lot Owner: **FREE JESSIE A & GRACIE S**

ATTN: JOHN FREE

Address: **2355 N DOG RIVE DR**

City, State, Zip: **MOBILE, AL 36605-26688**

Repeat Group Number: **93** Item # **19**

Lot Description: **LOT 138 GULF MANOR FIRST ADD MBK 8 P 159 #SEC 36 T5S R1W #MP32 03 36 0 001 (32 03 36 0 001 171.XXX) 2355 DOG RIVER DR N**

Nuisance Date: 7/21/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,909	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY

Marchella Taite
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

September 23, 2025

Lot Owner: **HOLLIE ROBERT**

Address: **361 BREAMWOOD AVE**

City, State, Zip: **MOBILE, AL 36604-1061**

Repeat Group Number: **93** Item # **20**

Lot Description: **LOT 20 AVONDALE MBK 4 PG 634 #SEC 44 T4S R1W #MP29 02 44 0 022 (29 02 44 0 022 258.XXX) 2052 AVONDALE CT**

Nuisance Date: 7/21/2025

Date lot was cut: 9/12/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,909	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	3	$	100.00	$	**300.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**475.00**

Sheila Dean
SECRETARY

Markette Jarte
INSPECTOR

SUPERVISOR

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: September 30, 2025

Submitted by:
Joseph Snowden

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution-Shauna-Gaye Simms

REVIEWERS:
Dawn Seese
Lana Gauthier

September 2, 2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

- **August 2025 – Shauna-Gaye Simms (Employee #20990) Administrative Services**

  Office of Grants Management – Accountant II

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

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP MPD Third Precinct- Emergency Generator

CAPITAL PROJECT #: F365-001 (20002000-48010)

CONTRACT AMOUNT: $53,680.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PD-005-25

PROJECT DESCRIPTION: Provide necessary electrical work to install a new 150KW emergency powered natural gas generator mounted and placed on an existing concrete pad.

VENDOR NAME: Bill Smith Electric, Inc.

VENDOR NUMBER: 286307

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y _X__ N ___ ; 5% of the 1st 50%
_X__ or
If different, indicate special
rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders
*****General Construction requires Change Order for 10% overages***.

Prepared by: ___Emma Dean – Office Assistant II Date: ___09/25/2025

RESOLUTION

2025

Sponsored by:
Mayor William S. Stimpson and Councilmember Cory Penn

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

Name of Company:	Bill Smith Electric, Inc.
Project Name:	MPD Third Precinct- Emergency Generator
Project Number:	PD-005-25
Amount:	$53,680.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MPD Third Precinct- Emergency Generator

CAPITAL PROJECT #: F365-001 (20002000-48010)

CONTRACT AMOUNT: $53,680.00 **DATE OF RECEIPT:** _____

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CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** **N** ___ ; 5% of the 1st 50% **X** or

If different, indicate special rate_____

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

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

Prepared by: *Emma Dean* – Office Assistant II **Date:** 09/25/2025

09.25.2025

Dear Council Members:

Attached to this memo is an agreement between the BILL SMITH ELECTRIC INC and the City of Mobile, for the project titled “MPD 3RD PRECINCT - EMERGENCY GENERATOR” in the amount of $53,680.00.

We look forward to continued communication on this important project. Please call me at 2512087636 or email me at collin.welch@cityofmobile.org or Shannon McIntyre at 251-208-7635 or email at with questions or concerns.

Respectfully,

Welch, Collin
Project Manager
Architect Engineer
2512087636

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2025
District:	

CONTRACTOR SHORT FORM CONTRACT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the Owner:

CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Contractor:

Bill Smith Electric, Inc.
1095 Hidden Terrace Drive
Cantonment, FL 32533

City Business License No.: 99050
Secretary of State No.: 000-928-186

For the following Project:

MPD 3RD PRECINCT - EMERGENCY GENERATOR
2165 St. Stephens Road
Mobile, Alabama 36617
Project Number: PD-005-25

CONTRACTOR SHORT FORM CONTRACT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and Bill Smith Electric, Inc., hereinafter referred to as "Contractor."

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

WHEREAS, the City has found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

I. CONTRACTOR'S SERVICE

A. The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "**Exhibit A**" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein.

B. If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

C. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

A. **Commencement & Duration**: This Contract shall commence on the date of the written Notice to Proceed issued by the City and shall remain in effect until the earlier of (i) completion of all obligations under this Contract or (ii) Thirty (30) days from the Effective Date, unless otherwise terminated as provided herein.

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

A. The City shall compensate Contractor in accordance with the agreed-upon pricing schedule:

1. Total Contract Value: $53,680.00
2. Base Bid: $48,680.00
   Contingency Allowance: $5,000.00
   Total Bid: $53,680.00
   Alternate: (if none available put N/A) N/A

   Total Contract Sum: $53,680.00
3. Alternates (if any included in the contract sum)

Item: N/A Price: N/A

4. Unit Prices, if any:
Item: N/A Units and Limitations: N/A Price per Unit: N/A

5. Payment Schedule: The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the City of Mobile not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
6. Invoice Submission: Contractor shall submit invoices in accordance with the City's invoicing guidelines, including an itemized description of work performed, associated costs, and supporting documentation.
7. The City reserves the right to withhold payment if deliverables do not meet contractual specifications or if the Contractor is in violation of any contract provision as outlined in Exhibit A.

B. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed Fifty Three Thousand Six Hundred Eighty and 00/100 Dollars ($53,680.00) which includes a Contingency Allowance of Five Thousand and 00/100 ($5,000.00) for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Department Head of the Architectural Engineering Department.

C. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

D. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in

writing, prior to ordering materials or undertaking work. No contingency shall be used without written change order signed by City.

E. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

F. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

G. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

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's Department Head of the Architectural Engineering Department indicating that services have been rendered in conformity with this Contract.

2. The Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.
    a. Final Payment
        i. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
    b. 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 City's then-current modifications which may be obtained from the City 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
    c. a Certificate of Substantial Completion has been issued by the Architect/Engineer/City and the project accepted.
    d. The City's final payment to the Contractor of retainage shall be made as follows:

A. 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:

e. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
   i. Contractor's Release or Waiver of Liens
   ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
f. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
g. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
h. Any additional close out requirements per the contract documents; and
i. Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

3. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

A. In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Bill Smith Electric, Inc. has completed the contract for MPD 3RD PRECINCT-EMERGENCY GENERATOR, (PD-005-25), 2165 St. Stephens Road Mobile, Alabama 36617,. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

B. Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

1. The Contractor's invoices shall be in a form satisfactory to the Department Head of the Architectural Engineering Department who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

2. For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

1. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

2. The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

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

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the

liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

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

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

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

B. Comprehensive General Liability Insurance

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

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

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

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

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

F. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

G. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

H. Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

I. Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

J. If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. PROOF OF ADVERTISEMENT OF COMPLETION

A. Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars ($50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Bill Smith Electric, Inc. has completed the contract for MPD 3RD PRECINCT- EMERGENCY GENERATOR, (PD-005-25), 2165 St. Stephens Road Mobile, Alabama 36617. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

X. LIQUIDATED DAMAGES

A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be be $250 per day for Substantial Completion; $125 per day for Final Completion. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

XI. FORCE MAJEURE

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

XII. OBLIGATIONS OF THE CITY

A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

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

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days

of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

H. BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.

XIV. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XV. CONTRACTOR WARRANTY

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

C. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

D. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

F. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVI. SUSPENSION/STOP WORK ORDER

A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:

1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVII. NOTICES

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

B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

City of Mobile
Architectural Engineering Department
205 Government St
5th Floor, South Tower
PO Box 1827
Mobile, AL 36633

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: Jacob W. Smith, President
1095 Hidden Terrace Drive
Cantonment, FL 32533
850-968-6500

C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

XVIII. DEFAULT/ BREACH

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

XIX. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XX. WITHHOLDING PAYMENT DUE

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

XXI. CURE PLAN

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

XXII. PEER REVIEW/VALUE ENGINEERING

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

XXIII. ANTI-BOYCOTT

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

XXIV. NON-DISCRIMINATION

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

XXV. COMPLIANCE WITH IMMIGRATION LAW

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

XXVI. CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. The following documents are incorporated by reference and made part of this Contract:

Exhibit A: Scope Of Services
Exhibit B: Project Schedule
Exhibit C: Schedule of Values
Exhibit D: Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit E: Performance, Labor and Material Bonds
Exhibit F: Certificate of Liability Insurance [Required]
Exhibit G: E-Verify Documents [If Applicable]
Exhibit H: Secretary of State
Exhibit I: Bidding And Contract Requirement Documents

XXVII. MISCELLANEOUS

A. Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

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

C. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

D. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

E. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

F. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

G. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

H. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

I. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

J. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

K. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

L. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

M. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

N. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

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

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

Q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

R. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's

compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

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

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

U. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

CONTRACTOR:

Bill Smith Electric, Inc

By:_____
Jacob W. Smith, President

STATE OF FLORIDA)
CITY OF PENSACOLA)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that Jacob W. Smith, whose name as, President of Bill Smith Electric, Inc. is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the 16th day of September, 2025.

(SEAL)

BRYAN F. HARPER
Notary Public-State of Florida
Commission # HH 226376
My Commission Expires
June 03, 2026

_____
Notary Public
My Commission Expires: June 03, 2026

CITY OF MOBILE, A Municipal Corporation

By:_____ Date_____
William S. Stimpson, Mayor

ATTEST:

_____
City Clerk

REV.07/22/2025

Exhibit A

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT

Summary of Work Exhibit A:

Base Bid: Provide necessary electrical work to install a new 150KW emergency powered natural gas generator mounted and placed on an existing concrete pad. Owner will procure new generator set and Contractor will be responsible for coordinating and taking possession of the Emergency Generator from the vendor. Contractor will be responsible for removing and disposing of existing generator and enclosure. Contractor will remove existing and install new transfer switch. Install remote annunciator. Coordinate with MPD facility for required building outage within process. Contractor will be responsible for disconnecting and reconnecting natural gas. The facility is located at 2165 St. Stephens Road Mobile, Alabama 36617.

PERFORMANCE BOND

Bond No. 101435216

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, Bill Smith Electric, Inc. 1095 Hidden Terrace Drive, Cantonment, FL 32533, hereinafter called the Principal, and Merchants National Bonding, Inc., P.O. BOX 14498, DES MOINES, IA 50306 - 3498, 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 Fifty Three Thousand Six Hundred Eighty and 00/100 Dollars ($53,680.00) 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 MPD 3RD PRECINCT - EMERGENCY GENERATOR (PD-005-25), 2165 St. Stephens Road, Mobile, Alabama 36617, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 18th day of SEPTEMBER, 2025.

CONTRACTOR AS PRINCIPAL

Company: Bill Smith Electric, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: JACOB W. SMITH, PRESIDENT

SURETY

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Mark W. Edwards, II, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Mark W. Edwards, II, AL Resident Agent
Company Name: McGriff, a Marsh & McLennan Agency LLC Company
Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243
Phone and Fax: (205) 252-9871

Owner's Representative: Shannon McIntyre
Director, Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alisa B Ferris; Anna Childress; Jeffrey M Wilson; Mark W Edwards II; R E Daniels; Richard H Mitchell; Robert R Freel; Robert Read Davis; Samuel F Audia III; Shelby E Daniels; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of MerchantsNational Bonding, Inc., on October 16, 2015.

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

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of March , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- INCORPORATED -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of March 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

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

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of .

MERCHANTS NATIONAL BONDING, INC. -o- INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

LABOR AND MATERIAL PAYMENT BOND

Bond No. 101435216

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, Bill Smith Electric, Inc. 1095 Hidden Terrace Drive Cantonment, FL 32533, as Principal, and Merchants National Bonding, Inc. P.O. BOX 14498, DES MOINES, IA 50306 - 3498, 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 Fifty Three Thousand Six Hundred Eighty and 00/100 Dollars ($53,680.00) 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 MPD 3RD PRECINCT - EMERGENCY GENERATOR (PD-005-25) 2165 St. Stephens Road Mobile, Alabama 36617, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Mark W. Edwards, II, **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 18th day of SEPTEMBER 2025

CONTRACTOR AS PRINCIPAL

Company: Bill Smith Electric, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title:
JACOB W. SMITH, PRESIDENT

SURETY

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Mark W. Edwards, II, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Mark W. Edwards, II, AL Resident Agent
Company Name: McGriff, a Marsh & McLennen Agency LLC Company
Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243
Phone and Fax: (205) 252-9871

Owner's Representative: Shannon McIntyre
Director, Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alisa B Ferris; Anna Childress; Jeffrey M Wilson; Mark W Edwards II; R E Daniels; Richard H Mitchell; Robert R Freel; Robert Read Davis; Samuel F Audia III; Shelby E Daniels; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of MerchantsNational Bonding, Inc., on October 16, 2015.

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

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of March , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of March 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

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

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

Exhibit A

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT

Summary of Work Exhibit A:

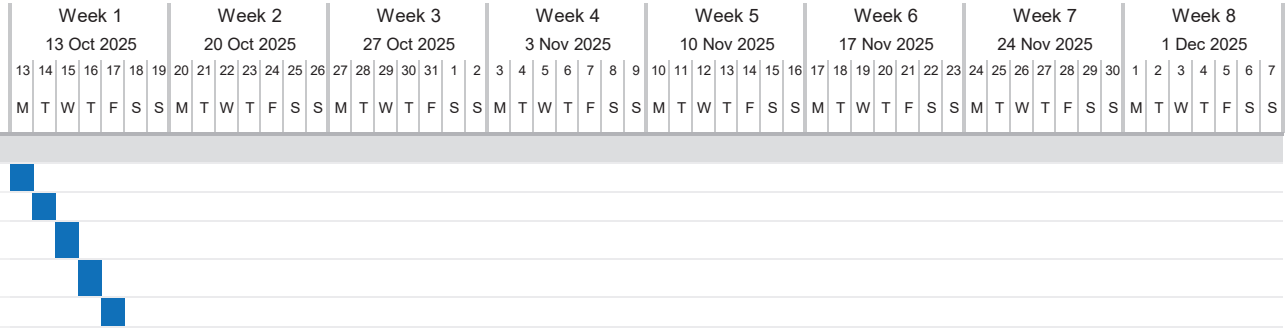
Base Bid: Provide necessary electrical work to install a new 150KW emergency powered natural gas generator mounted and placed on an existing concrete pad. Owner will procure new generator set and Contractor will be responsible for coordinating and taking possession of the Emergency Generator from the vendor. Contractor will be responsible for removing and disposing of existing generator and enclosure. Contractor will remove existing and install new transfer switch. Install remote annunciator. Coordinate with MPD facility for required building outage within process. Contractor will be responsible for disconnecting and reconnecting natural gas. The facility is located at 2165 St. Stephens Road Mobile, Alabama 36617.

PD-005-25 Project Schedule

Bill Smith Electric, Inc.

Project Start Date: 10/13/2025 (Monday) | Display Week: 1 | Project Lead:

WBS	TASK	LEAD	START	END	DAYS	% DONE	WORK DAYS
1	**INSTALL**			-			-
1.1	ELECTRICAL DEMO		Mon 10/13/25	Mon 10/13/25	2	0%	1
1.2	INSTALL NEW ATS		Tue 10/14/25	Tue 10/14/25	5	0%	1
1.3	INSTALL NEW GENSET		Wed 10/15/25	Wed 10/15/25	12	0%	1
1.4	INSTALL AND TERM, CABLES		Thu 10/16/25	Thu 10/16/25	19	0%	1
1.4.1	START UP GENSET		Fri 10/17/25	Fri 10/17/25	2	0%	1



APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: City of Mobile
Director, Architectual Engineering Department
PO Box 1827
Mobile Alabama 36633-1827
Emma Dean

FROM: Bill Smith Electric Inc.
1095 Hidden Terrace Drive, Gonzalez FL 32560

PROJECT:
PD-005-25 MPD 3rd Precinct Emergency Generator
2165 St. Stephens Road, Mobile, Alabama, 36617

CONTRACT FOR: Installation of City provided Generator

APPLICATION: 1
PERIOD FROM :
TO :
CONTRACTOR'S
PROJECT NO : **2505.03**
CONTRACT DATE : 09/18/2025

Distribution to :
[X] OWNER
[ ]
[ ] ARCHITECT
[X] CONTRACTOR
[ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		0.00	0.00
APPROVED THIS MONTH			
Number	Date Approved		
TOTALS		0.00	0.00
Net change by Change Orders			0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Bill Smith Electric, Inc.
Timothy Forget, Project Manager
By : Date :

The present status of the account for this contract is as follows:

ORIGINAL CONTRACT SUM		$ 53,680.00
Net change by Change Orders		$ 0.00
CONTRACT SUM TO DATE (Line 1 + 2)		$ 53,680.00
TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 0.00
RETAINAGE:	**5.0%** Completed Work 0.00	
	5.0% Stored Material 0.00	
Total in Column I on G703		$ 0.00
TOTAL EARNED LESS RETAINAGE		$ 0.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT		$ 0.00
CURRENT PAYMENT DUE		$ **0.00**

State of : Florida
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT - APRIL 1978 EDITION - AIA copyright 1978
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

G702-1978

City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at https://cityofmobile.sharepoint.com/sites/COMPortal .
Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver. Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PD-005-25 Current Date 9 /10 /25

Project Description MPD 3RD Precinct- Emergency Generator

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Contractor will provide single trade services and will not be using any sub-contractors.

Shannon McIntyre
Requested By (Department Director)

Shannon McIntyre | AE Director | 09/10/2025
(Signature) **(Title)** **(Date)**

(251) 208-7635 | shannon.mcintyre@cityofmobile.org
Telephone Number **Email Address**

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

Archnique Kidd | Small Bis. Dev. MGR | 09/17/2025
(Signature) **(Title)** **(Date)**

Approved By (CAO)

PD-005-25 DBE Waiver 1

Final Audit Report 2025-09-17

Created:	2025-09-10
By:	Emma Dean (emma.dean@cityofmobile.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGyaog13jWa6lnAXZ07b6d6c_b7bygmOl

"PD-005-25 DBE Waiver 1" History

Document created by Emma Dean (emma.dean@cityofmobile.org)
2025-09-10 - 4:43:55 PM GMT- IP address: 76.8.254.3

Document emailed to Shannon McIntyre (shannon.mcintyre@cityofmobile.org) for signature
2025-09-10 - 4:44:41 PM GMT

Email viewed by Shannon McIntyre (shannon.mcintyre@cityofmobile.org)
2025-09-10 - 7:52:05 PM GMT- IP address: 104.47.64.254

Document e-signed by Shannon McIntyre (shannon.mcintyre@cityofmobile.org)
Signature Date: 2025-09-10 - 7:52:23 PM GMT - Time Source: server- IP address: 76.8.254.3

Document emailed to Archnique Kidd (archnique.kidd@cityofmobile.org) for signature
2025-09-10 - 7:52:24 PM GMT

Email viewed by Archnique Kidd (archnique.kidd@cityofmobile.org)
2025-09-10 - 8:19:45 PM GMT- IP address: 104.47.65.254

Email viewed by Archnique Kidd (archnique.kidd@cityofmobile.org)
2025-09-17 - 8:54:26 PM GMT- IP address: 76.8.254.3

Document e-signed by Archnique Kidd (archnique.kidd@cityofmobile.org)
Signature Date: 2025-09-17 - 8:55:05 PM GMT - Time Source: server- IP address: 76.8.254.3

Agreement completed.
2025-09-17 - 8:55:05 PM GMT

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	Bill Smith Electric, Inc.
Address	PO Box 1057 Gonzalez, FL 32560
Telephone	850-968-6500
E-Mail	jake@billsmithelectric.com

RFP/RFQ Solicitation Number	CT-045-21
Project Description	MPD 3RD PRECINCT - EMERGENCY GENERATOR, PD-005-25
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 19 Female 4 Minority 2 Non-minority 23 SDVO _____ Total number of Employees 25

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jacob W. Smith

Signature: _____ Date: 9/16/2025

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: Jacob W. Smith Title: President

Email: jake@billsmithelectric.com Phone: 850-968-6500

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd

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

Please Print Company Bill Smith Electric, Inc. Your Bid/Proposal Amount $ 53,680.00 Date: 9/16/2025

Description _____ Name of Bidder/Proposer: MPD 3RD PRECINCT - EMERGENCY GENERATOR, PD-005-25

Bill Smith Electric, Inc. Jacob W. Smith President

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

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	$$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only
Bill Smith Electric, Inc. is performing all work in-house using no subcontractors.						

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Bill Smith Electric, Inc.

Contact Person: Jacob W. Smith Phone: 850-968-6500 Email: jake@billsmithelectric.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	✓	**DBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	✓	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	✓	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	✓	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

	✓	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	✓	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Bill Smith Electric, Inc. is performing all work in-house using no subcontractors.

Company ID Number: 1207295

Approved by:

Employer Bill Smith Electric, Inc.	
Name (Please Type or Print) Lisa M Rietz	Title
Signature Electronically Signed	Date 06/16/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/16/2017

Company ID Number: 1207295

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Bill Smith Electric, Inc.
Company Facility Address	1095 Hidden Terrace Dr Cantonment, FL 32533
Company Alternate Address	PO Box 1057 Gonzalez, FL 32560
County or Parish	ESCAMBIA
Employer Identification Number	592320406
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

Alabama Secretary of State

Bill Smith Electric, Inc.	
Entity ID Number	000-928-186
Entity Type	Foreign Corporation
Principal Address	1095 HIDDEN TERRACE DR CANTONMENT, FL 32533
Principal Mailing Address	PO BOX 1057 GONZALEZ, FL 32560
Status	Exists
Place of Formation	Florida
Formation Date	10/31/1985
Qualify Date	09/01/2004
Registered Agent Name	PACIFIC REGISTERED AGENTS INC
Registered Office Street Address	420 NORTH 20TH STREET STE 2200 BIRMINGHAM, AL 35203
Registered Office Mailing Address	420 NORTH 20TH STREET STE 2200 BIRMINGHAM, AL 35203
Nature of Business	
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	2004 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2024
Transactions	
Transaction Date	12/07/2018
Principal Mailing Address Changed From	1095 HIDDEN TERRACE DR CANTONMENT, FL 32533
Transaction Date	12/07/2018
Principal Office Changed From	1707 CHEMSTRAND RD CANTONMENT, FL 32533
Transaction Date	02/08/2021
Agent Mailing Address Changed From	GEWIN, MURFEE EXECUTIVE MESSAGE CENTER 5770-D BELL RD MONTGOMERY, AL 36116
Transaction Date	02/08/2021

Bill Smith Electric, Inc.	
Registered Agent Changed From	GEWIN, MURFEE EXECUTIVE MESSAGE CENTER 5770-D BELL RD MONTGOMERY, AL 36116
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	09/01/2004 Certificate of Formation 1 pg.
Document Date / Type / Pages	06/12/2018 Articles of Amendment 2 pgs.
Document Date / Type / Pages	12/07/2018 Articles of Amendment 2 pgs.
Document Date / Type / Pages	02/08/2021 Registered Agent Change 2 pgs.

Browse Results New Search

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/19/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Acentria Insurance - Pensacola 10427 Sorrento Rd, Ste 305 Pensacola FL 32507 License#: L100460	**CONTACT NAME:** Melissa Harris **PHONE (A/C, No, Ext):** 850-453-6512 **FAX (A/C, No):** 850-453-6512 **E-MAIL ADDRESS:** Melissa.Harris@Acentria.com
INSURED Bill Smith Electric, Inc P.O. Box 1057 Gonzalez FL 32560 BILLSMI-02	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** FCCI Insurance Company — 10178 **INSURER B :** Evanston Insurance Company — 35378 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1655546207 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Lia. GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GL10008624702	7/24/2025	7/24/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG |	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	CA10008624602	7/24/2025	7/24/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	UMB10008625002	7/24/2025	7/24/2026	EACH OCCURRENCE AGGREGATE |	$ 4,000,000 $ 4,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC010010323800	7/24/2025	7/24/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B A	Contractor's Pollution Inland Marine Installation Floater			CPLMOL133176 CM10008624802	7/24/2025 7/24/2025	7/24/2026 7/24/2026	Limit Scheduled Equipment Installation Floater	$1,000,000 $336,750 $650,000

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

Installation Floater Included in Policy Number CM10008624801
Jobsite Limit $650,000
Temporary Storage Limit $100,000
Transit Limit $300,000
Deductible $1,000

Re: Project Number: PD-005-25, Project Name: MPD 3rd Precinct – Emergency Generator.
See Attached...

CERTIFICATE HOLDER

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

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

Charles H. Lyddell

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AGENCY CUSTOMER ID: BILLSMI-02

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Acentria Insurance - Pensacola	NAMED INSURED Bill Smith Electric, Inc P.O. Box 1057 Gonzalez FL 32560
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

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC INSURED – BUSINESS AUTO POLICY PRIMARY/NON-CONTRIBUTING WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the BUSINESS AUTO COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

For the purpose of this endorsement, Section II.A.1. Who Is An Insured is amended by adding the following:

1. Any person or organization when you and such person have agreed in writing in a contract signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an "insured" on your auto policy. Such person or organization shall be an "insured" to the extent your negligent actions or omissions impose liability on such "insured" without fault on its part.

2. This insurance is primary and non-contributory to other liability coverages of the person or organization being added to this policy as an "insured" when so required in a written contract or agreement that is executed prior to the loss for which coverage is sought.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU – ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(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:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and 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; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

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B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

E. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit** is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and

3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph **C.** above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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For purposes of this **Limited Electronic Data Liability** coverage, the definition of "Property Damage" in **SECTION V – DEFINITIONS** of the Coverage Form is replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it;

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For purposes of this insurance, "electronic data" is not tangible property.

SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is amended as follows:

Paragraph 2.e. Exclusions – the Contractual Liability Exclusion is deleted.

SECTION I – COVERAGES, the following coverages are added:

COVERAGE D. VOLUNTARY PROPERTY DAMAGE

1. Insuring Agreement

We will pay, at your request, for "property damage" caused by an "occurrence", to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

a. Property at premises owned, rented, leased or occupied by you;

b. Property while in transit;

c. Property owned by, rented to, leased to, loaned to, borrowed by, or used by you;

d. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

e. Property caused by or arising out of the "products-completed operations hazard";

f. Motor vehicles;

g. "Your product" arising out of it or any part of it; or

h. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

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The insurance afforded under COVERAGE D is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

Coverage D covers unintentional damage or destruction, but does not cover disappearance, theft, or loss of use.

The insurance under COVERAGE D does not apply if a loss is paid under COVERAGE E.

COVERAGE E. CARE, CUSTODY OR CONTROL

1. **Insuring Agreement**

   We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" caused by an "occurrence", to property of others while in your care, custody, or control or property of others as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. **Exclusions**

   This insurance does not apply to:

   "Property Damage" to:

   a. Property at premises owned, rented, leased or occupied by you;

   b. Property while in transit;

   c. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

   d. Property caused by or arising out of the "products-completed operations hazard";

   e. Motor vehicles;

   f. "Your product" arising out of it or any part of it; or

   g. "Your work" arising out of it or any part of it.

3. **Deductible**

   We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. **Cost Factor**

   In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE E is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

The insurance under COVERAGE E does not apply if a loss is paid under COVERAGE D.

COVERAGE F. LIMITED PRODUCT WITHDRAWAL EXPENSE

1. **Insuring Agreement**

   a. If you are a "seller", we will reimburse you for "product withdrawal expenses" associated with "your product" incurred because of a "product withdrawal" to which this insurance applies.

      The amount of such reimbursement is limited as described in SECTION III - LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

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a. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

(1) You determine that the "product withdrawal" is necessary; or

(2) An authorized government entity has ordered you to conduct a "product withdrawal".

c. We will reimburse only those "product withdrawal expenses" which are incurred and reported to us within one year of the date the "product withdrawal" was initiated.

d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

(1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal" This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;

(2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal; or

(3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain:

(1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or

(2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with paragraph 1.b of this coverage.

2. Exclusions

This insurance does not apply to "product withdrawal" expenses" arising out of:

a. Any "product withdrawal" initiated due to:

(1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.

(2) Copyright, patent, trade secret or trademark infringements;

(3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:

(a) An error in manufacturing, design, processing or transportation of "your product"; or

(b) "Product tampering".

(4) Expiration of the designated shelf life of "your product".

b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.

c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.

d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.

e. The defense of a claim or "suit" against you for "product withdrawal expenses".

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3. For the purposes of the insurance afforded under COVERAGE F, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

(1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

(a) How, when and where the "defect" was discovered;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

(2) If a "product withdrawal" is initiated, you must:

(a) Immediately record the specifics of the "product withdrawal" and the date it was initiated;

(b) Send us written notice of the "product withdrawal" as soon as practicable; and

(c) Not release, consign, ship or distribute by any other method, any product, or like or similar products, with an actual, suspected or threatened defect.

(3) You and any other involved insured must:

(a) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";

(b) Authorize us to obtain records and other information; and

(c) Cooperate with us in our investigation of the "product withdrawal".

4. For the purposes of this Coverage F, the following definitions are added to the Definitions Section:

a. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.

b. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.

When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.

c. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":

(1) Costs of notification;

(2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;

(3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;

(4) Costs of computer time;

(5) Costs of hiring independent contractors and other temporary employees;

(6) Costs of transportation, shipping or packaging;

(7) Costs of warehouse or storage space; or

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(8) Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products; but "product withdrawal expenses" does not include costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.

e. "Seller" means a person or organization that manufactures, sells or distributes goods or products. "Seller" does not include a "contractor" as defined elsewhere in this endorsement.

The insurance under COVERAGE F does not apply if a loss is paid under COVERAGE G.

COVERAGE G. CONTRACTORS ERRORS AND OMISSIONS

1. Insuring Agreement

If you are a "contractor", we will pay those sums that you become legally obligated to pay as damages because of "property damage" to "your product", "your work" or "impaired property", due to faulty workmanship, material or design, or products including consequential loss, to which this insurance applies. The damages must have resulted from your negligent act, error or omission while acting in your business capacity as a contractor or subcontractor or from a defect in material or a product sold or installed by you while acting in this capacity. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

We have no duty to investigate or defend claims or "suits" covered by this Contractors Errors or Omissions coverage.

This coverage applies only if the "property damage" occurs in the "coverage territory" during the policy period.

This coverage does not apply to additional insureds, if any.

Supplementary Payments – Coverage A and B do not apply to Coverage G. Contractors Errors and Omissions.

2. Exclusions

This insurance does not apply to:

a. "Bodily injury" or "personal and advertising injury".

b. Liability or penalties arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.

c. Liability because of an error or omission:

(1) In the preparation of estimates or job costs;

(2) Where cost estimates are exceeded;

(3) In the preparation of estimates of profit or return on capital;

(4) In advising or failure to advise on financing of the work or project; or

(5) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.

d. Any liability which arises out of any actual or alleged infringement of copyright or trademark or trade dress or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.

e. Any liability for damages:

(1) From the intentional dishonest, fraudulent, malicious or criminal acts of the Named Insured, or by any partner, member of a limited liability company, or executive officer, or at the direction of any of them; or

(2) Which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

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f. Any liability arising out of manufacturer's warranties or guarantees whether express or implied.

g. Any liability arising from "property damage" to property owned by, rented or leased to the insured.

h. Any liability incurred or "property damage" which occurs, in whole or in part, before you have completed "your work." "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract or work order has been completed;

(2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service or maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.

i. Any liability arising from "property damage" to products that are still in your physical possession.

j. Any liability arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

(1) Providing engineering, architectural or surveying services to others; and

(2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

Professional services include the preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications. Professional services also include supervisory or inspection activities performed as part of any related architectural or engineering activities.

But, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

k. Your loss of profit or expected profit and any liability arising therefrom.

l. "Property damage" to property other than "your product," "your work" or "impaired property."

m. Any liability arising from claims or "suits" where the right of action against the insured has been relinquished or waived.

n. Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

o. Any liability arising from the substitution of a material or product for one specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization, or unless the blueprints, work orders, contracts or engineering specifications were written by you, and you have authorized the changes.

p. Liability of others assumed by the insured under any contract or agreement, whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. For the purposes of Coverage G, the following definition is added to the Definitions section:

a. "Contractor" means a person or organization engaged in activities of building, clearing, filing, excavating or improvement in the size, use or appearance of any structure or land. "Contractor" does not include a "seller" as defined elsewhere in this endorsement.

4. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. The limits of insurance will not be reduced by the application of the deductible amount.

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We may pay any part or all of the deductible amount to effect settlement of any claim or "suit", and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

5. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance under COVERAGE G does not apply if a loss is paid under COVERAGE F.

COVERAGE H. LOST KEY COVERAGE

1. Insuring Agreement

We will pay those sums, subject to the limits of liability described in SECTION III LIMITS OF INSURANCE in this endorsement and the deductible shown below, that you become legally obligated to pay as damages caused by an "occurrence" and due to the loss or mysterious disappearance of keys entrusted to or in the care, custody or control of you or your "employees" or anyone acting on your behalf. The damages covered by this endorsement are limited to the:

a. Actual cost of the keys;

b. Cost to adjust locks to accept new keys; or

c. Cost of new locks, if required, including the cost of installation.

2. Exclusions

This insurance does not apply to:

a. Keys owned by any insured, employees of any insured, or anyone acting on behalf of any insured;

b. Any resulting loss of use; or

c. Any of the following acts by any insured, employees of any insured, or anyone acting on behalf of any insured:

1) Misappropriation;

2) Concealment;

3) Conversion;

4) Fraud; or

5) Dishonesty.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $1,000. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

EXPANDED COVERAGE FOR TENANT'S PROPERTY AND PREMISES RENTED TO YOU

The first paragraph after subparagraph (6) in Exclusion j., Damage to Property is amended to read as follows:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

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SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A and B is amended as follows:

All references to SUPPLEMENTARY PAYMENTS – COVERAGES A and B are amended to SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, E, G, and H.

1. Cost of Bail Bonds

Paragraph 1.b. is replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Loss of Earnings

Paragraph 1.d. is replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED is amended as follows:

1. Incidental Malpractice

Paragraph 2.a.(1)(d) is replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:

(i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or

(ii) The "employee" has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

2. Broadened Who Is An Insured

The following are added to Paragraph 2.:

Subsidiaries

e. Your subsidiaries if:

(1) They are legally incorporated entities; and

(2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

Additional Insureds

f. Any person or organization described in paragraphs g. through k. below whom you are required to add as an additional insured on this policy under a written contract or agreement in effect during the term of this policy, provided the written contract or agreement was executed prior to the "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured seeks coverage.

However, the insurance afforded to such additional insured(s):

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;

(3) Will not be broader than that which is afforded to you under this policy;

(4) Is subject to the conditions described in paragraphs g. through k. below; and

(5) Nothing herein shall extend the term of this policy.

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g. Owner, Lessor or Manager of Premises

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

(1) Any "occurrence" that takes place after you cease to occupy those premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization. This insurance does not apply to:

(1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

i. Lessor of Leased Equipment

If the additional insured is a lessor of leased equipment, such lessor shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

j. Mortgagee, Assignee, or Receiver

If the additional Insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

k. Vendor

If the additional insured is a vendor, such vendor is an additional insured only with respect to liability for "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded to the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in absence of the contract or agreement.

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in "your product" made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

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(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

i. The exceptions contained in Subparagraphs d. or f.; or

ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Newly Formed or Acquired Organizations

Paragraph 3. is amended as follows:

a. Coverage under this provision is afforded until the end of the policy period.

d. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 2. is replaced with the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

c. Damages under Coverage B;

d. Voluntary "property damage" payments under Coverage D;

e. Care, Custody or Control damages under Coverage E.; and

f. Lost Key Coverage under Coverage H.

2. Paragraph 5. is replaced with the following:

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A;

b. Medical expenses under Coverage C;

c. Voluntary "property damage" payments under Coverage D;

d. Care, Custody or Control damages under Coverage E;

e. Limited Product Withdrawal Expense under Coverage F;

f. Contractors Errors and Omissions under Coverage G.; and,

g. Lost Key Coverage under Coverage H.

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

3. Paragraph 6. is replaced with the following:

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6. Subject to Paragraph 5. above the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

   The Damage to Premises Rented to You Limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

4. Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the higher of $10,000 or the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

5. Paragraph 8. is added as follows:

8. Subject to Paragraph 5. above, the most we will pay under Coverage D. Voluntary Property Damage for loss arising out of any one "occurrence" is $1,500. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $3,000.

6. Paragraph 9. is added as follows:

9. Subject to Paragraph 5. above, the most we will pay under Coverage E. Care, Custody or Control for "property damage" arising out of any one "occurrence" is $1,000. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $5,000.

7. Paragraph 10. is added as follows:

10. Subject to Paragraph 5. above, the most we will pay under Coverage F. Limited Product Withdrawal Expense for "product withdrawal expenses" in any one-policy period, regardless of the number of insureds, "product withdrawals" initiated or number of "your products" withdrawn is $10,000.

8. Paragraph 11. is added as follows:

11. Subject to Paragraph 5. above, the most we will pay under Coverage G. Contractors Errors and Omissions for damage in any one-policy period, regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claim or bringing "suits" is $10,000.

    For errors in contract or job specifications or in recommendations of products or materials to be used, this policy will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendations or specifications been made.

9. Paragraph 12. is added as follows:

12. Subject to Paragraph 5. above, the most we will pay under Coverage H., Lost Key Coverage for damages arising out of any one occurrence is $50,000.

10. Paragraph 13. is added as follows:

13. The General Aggregate Limit applies separately to:

    a. Each of your projects away from premises owned by or rented to you; or

    b. Each "location" owned by or rented to you.

    "Location" as used in this paragraph means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Paragraph 14. is added as follows:

14. With respect to the insurance afforded to any additional insured provided coverage under this endorsement:

    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:

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a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. Subparagraph 2.a. of Duties In The Event Of Occurrence, Offense, Claim, or Suit is replaced with the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. This requirement applies only when the "occurrence" or offense is known to the following:

(1) An individual who is the sole owner;

(2) A partner, if you are a partnership or joint venture;

(3) An "executive officer" or insurance manager, if you are a corporation;

(4) A manager, if you are a limited liability company;

(5) A person or organization having proper temporary custody of your property if you die;

(6) The legal representative of you if you die; or

(7) A person (other than an "employee") or an organization while acting as your real estate manager.

To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. The following is added to Subparagraph 2.b. of Duties In The Event Of Occurrence, Offense, Claim, or Suit:

The requirement in 2.b.applies only when the "occurrence" or offense is known to the following:

(1) An individual who is the sole owner;

(2) A partner or insurance manager, if you are a partnership or joint venture;

(3) An "executive officer" or insurance manager, if you are a corporation;

(4) A manager or insurance manager, if you are a limited liability company;

(5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization;

(6) A person or organization having proper temporary custody of your property if you die;

(7) The legal representative of you if you die; or

(8) A person (other than an "employee") or an organization while acting as your real estate manager.

3. The following is added to paragraph 2. of Duties in the Event of Occurrence, Offense, Claim or Suit:

e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon as you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.

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4. Paragraph 6. is replaced with the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

6. Paragraph 10. is added as follows:

10. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

NOTE: This endorsement does not apply to any work completed at job sites located in Kentucky.

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 07-24-25 Policy No. WC0100103238-00 Endorsement No.

Insured BILL SMITH ELECTRIC INC Premium $ Incl.

Insurance Company FCCI Insurance Company

Countersigned By _____

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2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:
   a. Theft or mischief or vandalism; or
   b. All perils;

   will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".
3. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:
   a. "Loss" arising out of theft of your vehicle if your vehicle is equipped with an active GPS tracking system.
   b. Glass damage if repaired rather than replaced.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

A. The following is added to paragraph **a.** under section **A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss**:

This duty applies when the "accident", claim, "suit" or "loss" is first known to:

(a) You, if you are an individual;

(b) A partner, if you are a partnership;

(c) An executive officer or insurance manager, if you are a corporation; or

(d) A member or manager, if you are a limited liability company.

B. Condition **5. Transfer of Rights of Recovery against Others to Us** under section **A. Loss Conditions** is deleted and replaced by the following:

5. Transfer of Rights of Recovery against Others to Us

If a person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing of such a waiver with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this coverage form.

C. The following is added to Condition **2. Concealment, Misrepresentation or Fraud** under section **B. General Conditions**:

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this coverage form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Paragraph **b.** of Condition **5. Other Insurance** under section **B. General Conditions** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own;

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

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4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

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BILL SMITH ELECTRIC

May 16, 2025

Mr. David Cordingly
Project Manager
City of Mobile

RE: MPD 3rd Precinct Generator.

Dear David

Bill Smith Electric is pleased to confirm our proposal, in the amount of **$48,680.00**
For the installation of new 150KW Natural Gas generator and transfer switch per the below scope of work.

- Remove and dispose of existing generator and enclosure
- Install new 150KW CAT generator
- Remove existing and install new transfer switch.
- Install remote annunciator
- Coordinate with MPD facility for required building outage.
- Disconnect and reconnect natural gas.

Clarifications:
Generator and transfer switch provided by others
Existing conductors to be utilized
Existing pad to be utilized
Price is firm for 30 days.

We greatly appreciate the opportunity to quote our electrical services to you. We look forward to receiving your valued purchase order. If you have any questions, please do not hesitate to call.

Very truly yours,

Timothy Forget
Timothy Forget
Project Manager

Bill Smith Electric, Inc.
PO Box 1057
Gonzalez FL 32560
(850) 968-6500

File: TPF/Estimate E2121

From: Cordingly, David
To: tim@billsmithelectric.com
Subject: Request for Proposal - MPD 3rd Precinct Generator Installation
Date: Tuesday, May 13, 2025 1:35:00 PM
Attachments: image001.png
25003300; GENERATOR 3RD PREC.pdf
CAT Generator for Mobile Police 3rd Precinct_Refreshed dec-3-2024.pdf
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
image008.png

Tim – Good morning,

When you get a chance, I'd like to request a quote for another generator install. Location is MPD 3rd Precinct – 2165 St Stephens Rd, Mobile, AL 36617.

I have already ordered the generator and ATS, so this request would be to provide all the necessary electrical work to install a new 150KW emergency powered natural gas generator and mounted and placed on an existing concrete pad and a new ATS.

Let me know when you have time to discuss. I've attached the P.O. and the original generator quote.. Don't worry, I made sure this one has an enclosure!

Thanks,
David

- Voltage needed: 120/208 volt 3 phase
- Remote annunciator and/or remote emergency stop button will be provided
- Automatic transfer switch is sized for the entire building utility service. (service size is 600 amps feeding transfer switch rated at 800 amps)
- This service has a 600-amp main breaker feeding transfer switch so no it does not need to be service rated.

David M. Cordingly
Capital Improvement Manager – Public Safety

Architectural Engineering
City of Mobile

205 Government Street
P.O. Box 1827
Mobile, Alabama 36633-1827

_____

E: david.cordingly@cityofmobile.org
O: 251.208.7637
M: 251.802.2436 (preferred)
W: https://www.cityofmobile.org/public-works/

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: September 30, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:
Added late at the request of Cherlina.

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Alabama Fiber Network - City of Mobile Franchise Agreement - 2025
2. City of Mobile COI
3. Resolution - ROW Alabama Fiber Network

REVIEWERS:
Lana Gauthier
James Barber

RIGHTS-OF WAY USE AGREEMENT

THIS RIGHTS-OF-WAY USE AGREEMENT ("Agreement") is made as of the date on which the last party executes this Agreement (the "Effective Date"), by and between:

CITY OF MOBILE, ALABAMA ("City"), a municipal corporation located in Mobile, Alabama, acting by and through its Mayor and City Council; and

FIBER UTILITY NETWORK, INC., d/b/a Alabama Fiber Network, an Alabama corporation with its principal office at 103 Jesse Samuel Hunt Blvd, Suite 203, Prattville, AL 36066 ("Franchisee").

The City and Franchisee may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Franchisee has requested the City to authorize the use of the City's Rights-of-Way for telecommunication purposes and for the Franchisee to use and install its fiber optic cable and related facilities for the purpose of creating certain telecommunication capabilities; and

WHEREAS, Alabama statutes, City Code of Ordinances, and the Charter of the City of Mobile authorize the City to grant the use and occupancy of rights-of-way for placement of a system, and to adopt rules and regulations regarding such use and occupancy; and

WHEREAS, Chapter 57, Article VIII of the Mobile, Alabama Code of Ordinances, commonly known as the "Right-of-Way Construction and Administration Ordinance," establishes permitting, bonding, inspection, and restoration standards for all construction and occupancy of the City's rights-of-way; and

WHEREAS, Chapter 64, Article 4 (§ 64-4-9) of the Mobile City Code sets forth zoning-use regulations for telecommunications facilities located on private property within the City's land-use jurisdiction; and

WHEREAS, in administering these Code provisions, the City seeks to (i) ensure adequate reimbursement to the City for occupation of its rights-of-way, (ii) safeguard the public and the City from harm that may arise from private commercial use of those rights-of-way, (iii) preserve the City's regulatory authority in a manner consistent with applicable federal and state law, and (iv) promote the public interest by encouraging the deployment and use of advanced telecommunications infrastructure; and

WHEREAS, the City is authorized to and should establish standards for occupancy of the rights-of-way by telecommunications facilities that are consistent with and recognize the Alabama Public Service Commission's duties and jurisdiction; and

WHEREAS, the City agrees to grant the Franchisee the non-exclusive right to use the City rights-of-way described in **Exhibit "A,"** as the same may be amended from time to time due to the expansion and extension of the Franchisee's network; and

WHEREAS, Section 11-44C-29, Code of Alabama 1975, requires that any ordinance or resolution granting a franchise, lease, or right to use the City's streets lie over for 30 days after final passage and be published once a week for three consecutive weeks at the applicant's expense, subject to a referendum if 10 percent of the City's qualified voters so petition; and

WHEREAS, the Franchisee has agreed to accept the use of the rights-of-way in accordance with the terms and conditions of this Agreement. Should any change to state and federal law after the Effective Date have the lawful effect of materially altering the terms and conditions of this Franchise to the detriment of one or both parties, then the parties will modify this Franchise to ensure that the Franchise remains consistent with applicable law; and

WHEREAS, the City Council finds that granting a non-exclusive franchise to the Franchisee under the terms of this Agreement is consistent with these objectives and will serve the public convenience and necessity.

WHEREAS, this Agreement supersedes and replaces any prior, tacit, or otherwise implied authorization for Franchisee's occupancy or use of the City's rights-of-way, and no property right, franchise, easement, or other interest shall arise or vest in **Franchisee** beyond the limited term and scope expressly set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

ARTICLE 1. FINDINGS, AUTHORITY AND DEFINITIONS

1.1 Declaration of Findings.

The City makes the following findings:

The Rights-of-Way within Mobile:

1. Are a unique and physically limited resource;
2. Are critical to the travel and transport of persons and property in the City;
3. Are intended for public uses and must be managed and controlled consistent with that intent;
4. Are critical to the travel and transport of persons and property in the City; and
5. Can be partially occupied by the facilities of utilities and other public service entities, to the enhancement of the health, welfare, and general economic well-being of the City and its citizens.

1.1 Adopted Pursuant to Police Powers

The City adopts this Use Agreement pursuant to its general police powers and applicable law. Any rights granted to Franchisee pursuant to this Agreement are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable laws enacted by the City pursuant to its police powers, to the extent consistent with Alabama or federal law.

1.2 Defined Terms

For purposes of this Agreement, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this Section, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

A. "**Affiliate**" means, with respect to any Party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with such Party. "Control," for purposes of this definition, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through ownership of voting securities, by contract, or otherwise.

B. "**Application**" means an Application for a Use Agreement in the form determined by the City.

C. "**City Fiscal Year**" means the twelve-(12-) month accounting period used by the City of Mobile for budgeting and financial reporting purposes, which currently begins on October 1 of each calendar year and ends on September 30 of the following calendar year, or such other fiscal period as the City may hereafter establish by ordinance.

D. "**Facilities**" means any portion of a system located in, along, over, upon, under, or through Rights-of-Way.

E. "**Force Majeure Event**" means any act, event or circumstance beyond the reasonable control of the affected Party, including but not limited to acts of God, fire, flood, earthquake, storm, epidemic or pandemic, war, terrorism, insurrection, civil unrest, labor disputes or strikes, governmental actions or regulations, utility or transportation failures, or supplier delays; provided that the affected Party (i) gives prompt written notice of the Force Majeure Event to the other Party, (ii) uses commercially reasonable efforts to mitigate its effects, and (iii) resumes performance as soon as practicable after the Force Majeure Event ceases.

F. **"Gross Receipts"** means **all revenue** received, directly or indirectly, by the Franchisee or any of its affiliates from the operation of Telecommunications Services within the corporate limits of the City, including—without limitation—charges for sales, services, leases, rentals, installations, maintenance, advertising, data transmission, voice, video, internet access, and any ancillary or value-added services transmitted over Facilities located in the Rights-of-Way.

Gross Receipts include revenues derived from wholesale or retail services and any fees or charges paid by end users, resellers, or other entities utilizing such services within the City.

Gross Receipts exclude:

1. Any taxes, fees, or surcharges collected on behalf of and remitted to a governmental authority (federal, state, or local);
2. Revenues from Telecommunications Services that both originate and terminate outside the corporate limits of the City;
3. Refunds, rebates, and uncollectible amounts (net of recoveries), and actual refunds to end users for service outages or billing errors to the extent previously included in Gross Receipts; and
4. Revenues from affiliate or intercompany transfers that do not involve delivery of Telecommunications Services to an actual end user.
5. Any amounts received by AFN attributed to construction of Facilities or Telecommunications System or in recovery of capital expenses for construction related activities.

Gross Receipts shall not be reduced by the Franchisee's costs of operating its business—including, but not limited to, marketing, customer service, billing, administrative expenses, or overhead.

G. "**Lessee**" means any person who acquires by lease or other use agreement the exclusive right to use one or more strands of fiber, conduit or other Facilities from Franchisee.

H. "**Subcontractor**" means any third party engaged by Franchisee to perform any portion of Franchisee's obligations under this Agreement, including but not limited to installation, maintenance, testing, or restoration of Facilities. Franchisee shall remain fully responsible for the acts, omissions, compliance, and performance of its Subcontractors as if such acts or omissions were its own.

I. "**Telecommunications**" means the transmission, between or among points specified by the user, or information of the user's choosing (e.g., data, video, and voice), including Wholesale Lit Capacity, without change in the form or content of the information as sent and received.

J. "**Telecommunication Services**" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, including Wholesale Lit Capacity.

K. "**Telecommunication System**" means the cables, wire, lines, towers, wave guides, optic fiber, antennae, and any associated converters, equipment, or Facilities designed and constructed for the purpose of producing, receiving, amplifying, or distributing telecommunications to or from locations within the City.

L. "**Use Fee**" means the fee paid by a Franchisee to the City for locating and maintaining Facilities in the Rights-of-Way, as more fully described in Section 5.1 of this Agreement.

M. "**Wholesale Lit Capacity**" means the provision of telecommunication services by Franchisee to a wholesale user - "**Wholesale User**" is a person or entity who acquires Telecommunication Services from Franchisee that does not own, lease, or otherwise have or maintain facilities in the City's rights of way.

ARTICLE 2. AUTHORITY FOR USE OF RIGHTS-OF-WAY AND SCOPE OF AGREEMENT

2.1 **Design and Use**. The Franchisee has designed, engineered, constructed, acquired, leased, or otherwise caused to be constructed facilities and obtained interests in real property or other rights within the City, as necessary to continue the build-out of its fiber optic network. The Franchisee shall maintain its facilities in accordance with applicable industry standards. Through this Agreement, the Franchisee requests and the City grants a non-exclusive right to use the City's

Rights-of-Way to expand and extend the Franchisee's fiber optic network. The existing portions of the network within the City, as of the Effective Date of this Agreement, are described in **Exhibit A (Route Diagram)**, which is attached hereto and incorporated herein by reference.

2.2 **Rights-of-Way Use**. The City hereby agrees to provide access and use of its Rights-of-Way to the Franchisee for the construction, installation, and maintenance of its Telecommunications Facilities within the City limits. Under this Agreement, the Franchisee may erect, install, construct, repair, replace, relocate, reconstruct, remove, and retain in, on, under, upon, across and along the Rights-of-Way within the City, as located and approved by the City, as set forth in paragraph 2.1 of this Agreement, such lines, cable, conductors, ducts, conduits, vaults, manholes, appliances, pedestals, attachments, small cell, and other property and equipment as are necessary and appropriate to the operation of the facilities.

2.3 **Jurisdiction Compliance**. The Franchisee shall construct, operate, and maintain its Telecommunications Facilities in accordance with all applicable federal, state, and local laws, including all permit requirements, and fee payments, and all other City codes and ordinances in effect as of the date of this Agreement or hereinafter adopted. The grant of this Agreement does not in any way impact the continuing authority of the City through the proper exercise of its police powers to adopt and enforce ordinances necessary to provide for the health, safety, and welfare of the public. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of facilities in any segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon the Franchisee.

2.4 **Terms and Conditions Compliance**. The Franchisee agrees to comply with the terms and conditions of the City's Rights-of-Way Construction and Administration Ordinance, Article VIII, Chapter 57 of the Mobile City Code, which is incorporated herein by reference.

2.5 **Maintenance**. The Franchisee shall construct and maintain its Telecommunications Facilities so as not to unreasonably interfere with other uses of the Rights-of-Way. Where appropriate, the Franchisee shall make use of existing poles and other facilities available to the Franchisee. Except where emergencies make such action impractical, the Franchisee shall use reasonable efforts to notify all residents affected by the proposed work prior to commencement of such work. All construction and maintenance by Franchisee or its subcontractors shall be performed in accordance with industry standards.

2.6 **Detailed Plans**. At least thirty (30) days before the beginning of any installation, removal or relocation of its facilities, the Franchisee shall submit detailed plans of the proposed action to the City Engineer. The Department shall, within thirty (30) days of receipt of such plans, either approve the plans or inform the Franchisee of the reasons for disapproval. The Franchisee shall designate a responsible contact person with whom City Engineer officials may communicate on all matters

relating to facilities installation and maintenance.

2.7 **Independent Contractor**. Franchisee is an independent contractor and, except as expressly set forth in this Agreement, neither Franchisee nor any of its officers, directors, employees, agents, or subcontractors shall be deemed for any purpose to be an agent, partner, joint-venturer, employee, or representative of the City. Franchisee shall have no authority to bind or obligate the City in any manner. Franchisee shall be solely responsible for (a) the payment of all wages, benefits, payroll taxes and other amounts due its personnel, and (b) maintaining all insurance required under this Agreement for its own benefit and protection.

2.8 **Successors and Assigns.** This Agreement is made for the sole benefit of the City and Franchisee and their respective permitted successors and assigns. Except as expressly set forth in this Agreement, no other person or entity shall have any right of action or any other right or remedy hereunder, and nothing in this Agreement, express or implied, is intended to confer upon any other person or entity any such right or remedy.

2.9 **Excavation Permits**. Prior to any excavation within the Rights-of-Way, the Franchisee shall obtain a permit and perform such work in accordance with applicable provisions of the City Code, and any subsequent ordinances or regulations that may be adopted by the City regarding excavation work.

2.10 **Bond**. The Franchisee shall post a bond with the City in accordance with the City's Rights-of-Way Construction and Administration Ordinance in an amount determined by the City Engineer, to guarantee the timeliness and quality of any construction, repair and restoration work and to guarantee the removal of its facilities from the City's Rights-of-Way should such removal be required upon the expiration of this Agreement. In the alternative, Franchisee may submit a letter of guarantee, in lieu of bond, pursuant to Mobile City Code 57-235 (d).

2.11 **Subsurface Utility Engineering Study**. Prior to the commencement of any construction or alteration of its Facilities located in the Rights-of-Way, the Franchisee shall furnish to the City Engineer a subsurface utility engineering study on any proposed route of construction, expansion, or alteration, which shall consist of the following tasks:

A. All available "as built" plans, plats and other location data indicating the existence and approximate location of all Facilities along the proposed construction route;

B. Completion of a visual survey and written record of the location and dimensions of any above ground features of any underground Facilities along the proposed construction route, including but not limited to manholes, valve boxes, utility boxes, post and visible street cut repairs;

C. Plot and incorporate the data obtained from completion of task "A" and "B" above, on to the Franchisee's proposed system route maps, plan sheets and computer-aided drafting and design (CADD) files; and

D. Provide all such data collected into a CADD file compatible with that used by the City Engineer and deliver a copy to the Engineer. The Franchisee shall deliver both digital and hard-copy versions, if requested, and may be required to update or convert the files if compatibility issues arise with the City's software or system upgrades. All CADD files provided shall be georeferenced to a known and recognized coordinate system appropriate to the project location. The preferred coordinate system shall be the Alabama State Plane Coordinate System West Zone NAD83 (US Feet)], and all spatial data shall be accurately aligned to this system. Horizontal accuracy (positional accuracy) shall be within ±3 feet at a 95% confidence level.

2.12 **Installation, Maintenance, Repair and Replacement Costs**. The Franchisee shall be responsible for all costs borne by the City that are directly associated with Franchisee's installation, maintenance, repair and replacement of its Telecommunications Facilities within the Rights-of-Way, that are not otherwise accounted for as part of the Permit Fee established pursuant to the Rights-of-Way Construction and Administration Ordinance All such costs shall be itemized and the City's books and records related to these costs shall be made available upon request to the Franchisee. Franchisee shall be responsible for its own costs incurred removing or relocating its Telecommunications Facilities when required by the City due to City requirements relating to maintenance and use of the Rights-of-Way for City purposes.

2.13 **Restoration**. All restoration of streets, sidewalks, landscaping, and other public property required under Sections 2.11 and 2.12 shall conform to the City of Mobile Public Works Restoration Manual (Latest Edition) and the ANSI/TIA-569.2-D Telecommunications Pathways and Spaces standard (or successor standard). Franchisee shall:

A. perform all backfill, compaction, paving, striping, concrete, and surface repairs in strict accordance with the detailed specifications, tolerances and testing procedures set forth in those manuals;
B. submit restoration work plans, including material submittals and QA/QC test reports, to the City Engineer at least ten (10) business days before commencing restoration; and
C. certify completion by delivering "as-built" restoration photographs, field density test results, and material invoices within fifteen (15) days after final paving or planting.

If any restoration does not meet the referenced standard, Franchisee shall, at its own cost and within ten (10) days of written notice, re-perform the work to achieve full compliance.

2.14 **Relocation or Removal on City Order**. The City may, at any time and for any governmental purpose, direct Franchisee to relocate, modify, or remove any of its Facilities at Franchisee's sole cost and expense. Franchisee shall complete the ordered work within ninety (90) days after written notice from the City, except that in an emergency—defined as a condition presenting an imminent threat to public health, safety, or essential public infrastructure— Franchisee shall commence remedial action within four (4) hours and fully relocate or remove the affected Facilities within forty-eight (48) hours unless the City grants an extension in writing. Failure to meet these deadlines shall constitute a material breach, and the City may, at its option, perform or contract for the necessary work and recover all costs (including administrative overhead) from Franchisee or the Franchisee's performance bond.

2.15 **Dig-Once / Joint-Trench Coordination**.

A. **Notice of Planned Excavation**. Except in an Emergency (as defined in § 2.14), Franchisee shall give the City Engineer written notice at least forty-five (45) calendar days before commencing any excavation, boring, or trenching work within the Rights-of-Way ("ROW Work"). The notice must include a work map, schedule, and depth profile sufficient for the City to evaluate potential coordination opportunities.

B. **City Coordination Period**. Upon receipt of notice, the City Engineer may, within fifteen (15) calendar days, convene a coordination call or meeting with Franchisee and any other persons or utilities that have expressed an interest in performing subsurface work in the same general location within the next six (6) months. Franchisee shall participate in good faith and use commercially reasonable efforts to accommodate a joint-trench or other shared-infrastructure arrangement that minimizes repeat disturbance of the ROW.

C. **Joint-Trench Obligations**. If a joint-trench arrangement is feasible in the City Engineer's reasonable judgment:

1. Franchisee shall cooperate in developing a mutually acceptable construction schedule, traffic-control plan, and restoration plan;
2. Each participating party shall bear its proportionate share of direct construction and restoration costs, unless the parties otherwise agree in writing; and
3. Franchisee shall, at the City's written request, install spare conduit or duct capacity (or oversize its duct bank) to the City's specifications; the City will reimburse Franchisee for the incremental material cost of such spare capacity unless another party agrees to do so.

D. **No Delay Beyond Ninety Days**. Participation in a joint-trench shall not obligate Franchisee to delay its ROW Work more than ninety (90) calendar days from the start date stated in its original notice unless Franchisee agrees otherwise in writing.

E. **Emergencies**. In an Emergency requiring immediate excavation to protect life, property, or service continuity, Franchisee may proceed without prior coordination but shall notify the City Engineer and Alabama 811 as soon as practicable and shall restore the Rights-of-Way in accordance with § 2.13 (Restoration) of this Agreement.

F. **Enforcement**. Failure to comply with this Section constitutes a material breach, subject to the termination provisions of Article 3.

2.16 **No Waiver of Separate Permits**. Joint-trench participation does not waive any permit, inspection, or fee requirements that would otherwise apply to each participant.

2.17 **Subcontractor Compliance**. Franchisee shall ensure that each Subcontractor engaged to perform any work or services under this Agreement is bound by written agreement to comply with all applicable terms of this Agreement, including but not limited to:

A. insurance requirements (Article 9), indemnification obligations (Article 8), and maintenance of performance security (Section 3.3);

B. all installation, restoration (Sections 2.6–2.13) and safety standards (Article 12);

C. service-level commitments and reporting obligations (Article 5); and

D. all health, safety, environmental and public-records requirements set forth herein.

E. Franchisee shall remain fully responsible for the acts, omissions, performance, and compliance of its Subcontractors as if performed by Franchisee itself.

2.18 **Force Account & Suspension of Work.**

A. **City-Directed Suspension**. The City may, at any time and for any reason related to public safety, traffic control, utility coordination, or other legitimate City projects, suspend all or part of Franchisee's work in the rights-of-way by written notice to Franchisee.

B. **Suspension Notice**. Such notice shall specify the scope of suspension, the reasons therefor, and the anticipated duration. Franchisee shall immediately cease the suspended work and secure the site in a safe condition in accordance with the standards of Section 2.13.

C. **Restoration Upon Restart**. Within ten (10) business days after written notice to resume work, Franchisee shall restore any area where work was halted—including temporary pavement, markings, landscaping, or safety devices—to the condition required by Sections 2.11–2.13 before recommencing suspended activities.

D. Force Account Option. If Franchisee fails to secure the site or perform required restoration within the timelines above, the City may, at its option, perform such actions by force account or contract with third parties. Franchisee shall reimburse the City for all costs incurred within thirty (30) days of invoice, plus interest at the rate set forth in Section 5.1(e).

2.19 **Licensing and Bonding.**

A. **Statutory Definitions**. For purposes of this Agreement, "General Contractor" and "Subcontractor" shall have the meanings set forth in Ala. Code § 34-8-1:

1. A "General Contractor" is one who, for a fixed price, commission, fee, or wage, undertakes to construct, alter, maintain, repair, rehabilitate, or demolish any structure or improvement in excess of $100,000 (or any swimming pool over $5,000).
2. A "Subcontractor" is one who performs such work under contract to a General Contractor or another Subcontractor.

B. **State Contractor Registration**. Franchisee and any Subcontractor as defined above shall hold and maintain all required classifications under a valid general contractor's license issued by the Alabama Board for General Contractors (Ala. Code § 34-8-1 et seq.), including any specialty classification necessary for telecommunications, utility installation, or public-works projects.

C. **Local Business and Contractor Licenses**. Franchisee and its Subcontractors shall obtain and keep current all City of Mobile business, occupational, or contractor licenses required by City Code Chapter 57 (Contractor Licensing) prior to commencing any work under this Agreement.

D. **Performance and Payment Bonds**. Franchisee and any Subcontractor required by state law or City ordinance to furnish performance or payment bonds for public-works or telecommunications work shall deliver such bonds in the form and amount required by the Alabama Board for General Contractors or City Code and shall maintain them in full force and effect throughout the applicable work.

1. **Right-of-Way / Telecommunications Work (non-§39-1-1).** For work performed under City right-of-way permits (including trenching, bores, and surface restoration) that is not a §39-1-1 public works contract, FRANCHISEE shall, before permit issuance, provide and maintain a ROW Restoration/Performance Bond in a penal sum equal to 100% of the City Engineer-accepted estimate of restoration and maintenance costs, but not less than $100,000 per permit or project segment. The security shall remain in force through acceptance and for two (2) years thereafter to cover restoration and maintenance obligations.

2. **Subcontractor Bonds.** Any Subcontractor performing a discrete scope valued at $100,000 or more shall furnish performance and payment bonds in the amounts specified above to the prime contractor, with the City named as dual obligee (or with a dual-obligee rider) if requested by City. (This paragraph is a contract requirement and supplements statutory bonding.)

3. Form; Surety; Continuity. Bonds shall be issued by a corporate surety licensed in Alabama and otherwise acceptable to OWNER; be on forms reasonably approved by OWNER; and be kept in full force until all obligations covered by the bond are satisfied. If the City draws on the security, FRANCHISEE shall replenish it within ten (10) days to the required penal sum.

4. **Default.** Failure to timely furnish, maintain, or replenish required security is a material breach and grounds for permit suspension, work stoppage, or other remedies, in addition to the City's right to draw on such security to complete or restore work.

E. **Evidence of Compliance**. Before beginning any work—and promptly upon the City's request at any time during the Term—Franchisee shall provide certificates of licensure, bond endorsements, or other documentation satisfactory to the City demonstrating compliance with this Section. Failure to maintain any required license or bond shall constitute a material breach of this Agreement.

ARTICLE 3. TERM/TERMINATION

This Agreement shall take effect and be enforced thirty (30) days after final publication as required by Alabama Code Section 11-45-8 (1975), and shall expire on November 01, 2029, unless earlier terminated pursuant to this Article.

3.1 **Renewal.** Upon expiration of the initial term, the City may, at its sole discretion, renew this Agreement for up to two (2) additional renewal terms of five (5) years each, on the same terms and conditions unless otherwise agreed to in writing. The Franchisee shall submit a written request for renewal at least one hundred eighty (180) days before the expiration of the then-current term. The City shall respond in writing within ninety (90) days. If the Parties are in good faith negotiations at the time of expiration, this Agreement shall continue on a month-to-month basis for up to six (6) months unless either party provides thirty (30) days' written notice of termination.

3.2 **Termination.** The City may terminate this Agreement by providing ninety (90) days' written notice. The City may also terminate this Agreement for cause in accordance with applicable law and the City's Rights-of-Way Ordinance.

3.3 Termination for Cause; Post-Termination Facility Removal

A. **Termination for Cause.** The City may terminate this Agreement for cause if Franchisee (i) materially breaches any covenant, condition, or requirement of this Agreement, or (ii) fails to comply with any applicable law, regulation, or City directive issued under this Agreement. The City shall deliver written notice specifying the breach and giving Franchisee thirty (30) days to cure. If the breach is not cured within that period, the City may terminate the Agreement by providing an additional thirty (30) days' written notice to Franchisee stating the effective date of termination.

B. **Removal / Abandonment of Facilities.** Upon any termination or expiration of this Agreement, Franchisee shall, within one-hundred-twenty (120) days, either (i) remove all Facilities and restore the rights-of-way to a condition satisfactory to the City Engineer, or (ii) abandon the Facilities in place in strict accordance with written specifications issued by the City.

C. **Post-Removal As-Built GIS Deliverables.** Within thirty (30) calendar days after completing the removal required under this subsection, Franchisee shall deliver to the City Engineer electronic 'as-built' geospatial data—formatted as an ESRI-compatible shapefile or AutoCAD drawing referenced to Alabama West State Plane coordinates—showing the horizontal and vertical location of all Facilities removed and of any Facilities intentionally left in place. The City may rely on this data to update its official right-of-way asset records.

D. **City Self-Help; Bond.** If Franchisee fails to complete removal or abandonment within the 120-day period, the City may perform or contract for the work and recover all costs—including a fifteen-percent (15 %) administrative charge—by drawing on any performance, removal, or restoration bond or by direct action against Franchisee.

E. **Survival of Obligations.** Franchisee's duties under this section shall survive termination or expiration of the Agreement until all Facilities are properly removed or abandoned and the City has issued written acceptance of the restoration work.

F. **Proration of Use Fees.** Upon any termination or expiration of this Agreement, Provider shall remain liable for—and shall remit to the City within thirty (30) days after the termination date—**all unpaid Use Fees that have accrued from the start of the current City fiscal year through the effective date of termination.**
The amount due shall be:

1. Five percent (5 %) of Provider's Gross Receipts derived from the Facilities during the same elapsed period, minus any estimated quarterly payments already made for that fiscal year.

Provider shall accompany the payment with a certified statement of Gross Receipts for the partial fiscal year. Any deficiency not paid when due shall bear interest at the rate specified in § 5.1(e).

3.4 **Performance Security.** Franchisee shall, at least thirty (30) days prior to the first issuance of any City right-of-way permit for Work under this Franchise (and prior to any Renewal Term in which Work will occur), deliver to the City a **performance bond or irrevocable standby letter of credit** in the penal sum of **$100,000** (or such other amount the City specifies). The security shall remain in full force **until the second (2nd) anniversary of the City Engineer's written acceptance of the most recently completed permit Work**. If the City draws on the security, Franchisee shall **replenish** it within ten (10) days. Failure to timely deliver, renew, replace, or replenish the security is a **material breach** and grounds for suspension of rights. **This franchise-level security is in addition to any permit-specific ROW restoration bond(s)** required by ordinance or permit conditions.

ARTICLE 4. TRANSFER OF OWNERSHIP

4.1 Assignment; Change in Ultimate Control

A. **Prior Written Consent Required**. Franchisee shall not assign this Agreement, transfer any right or obligation hereunder, merge or consolidate with another entity, sell, pledge, or otherwise dispose of, directly or indirectly, any ownership interest that results in a change in the entity or person that ultimately controls Franchisee (a "Change of Control"), without first obtaining the City's prior written consent, which the City may grant, condition, or withhold in its sole discretion.

B. **Definition of Change of Control**. For purposes of this Agreement, a "Change of Control" includes (i) the sale, lease, or other disposition of all or substantially all of Franchisee's assets; (ii) any merger, consolidation, recapitalization, or reorganization of Franchisee with or into another entity in which the holders of Franchisee's voting securities immediately prior to the transaction own less than fifty percent (50 %) of the voting securities of the surviving entity immediately after the transaction; (iii) the acquisition by any person or group, whether in a single transaction or a series of related transactions, of beneficial ownership of more than fifty percent (50 %) of Franchisee's voting securities; or (iv) any transaction or series of transactions that, in substance, transfers the power to direct or cause the direction of Franchisee's management or policies.

C. **Assumption of Liabilities**. Any transferee or surviving entity (the "Transferee") must, as a condition precedent to City consent, execute an assignment-and-assumption agreement acceptable to the City whereby the Transferee expressly assumes and agrees to be bound by all duties, obligations, liabilities, and indemnification requirements of Franchisee under this

Agreement, whether arising before or after the effective date of the transfer.

D. **Continuing Liability**. Consent by the City to a Change of Control shall not release Franchisee (or its equity holders) from any liability or obligation that accrued prior to the effective date of the transfer unless the City expressly agrees in writing.

E. **Void Transfers**. Any attempted assignment or Change of Control not in strict compliance with this section shall be null and void, shall constitute a material breach of this Agreement, and shall entitle the City to pursue all remedies available under this Agreement, at law, or in equity.

F. **Administrative Transfer-Review Fee**. As a condition of considering any proposed Transfer or Change-of-Control under this Article, Franchisee (or its proposed successor) shall remit to the City an administrative review fee in the amount of Two Thousand Five Hundred Dollars (US $2,500.00). The fee is intended to reimburse the City's reasonable costs of legal, financial, and technical due-diligence review and is non-refundable, regardless of whether the Transfer or Change-of-Control is ultimately approved. Beginning October 1, 2026, and on each October 1 thereafter, the fee amount shall automatically adjust by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, published by the U.S. Bureau of Labor Statistics for the preceding calendar year, rounded to the nearest whole dollar. The City may alternatively invoice Franchisee for its documented, out-of-pocket review costs if such costs exceed the fee; Franchisee shall pay any such balance within thirty (30) days of receipt of invoice.

4.2 The provision of this Article shall not apply to leases or similar conveyances to persons or entities whose primary business use of the Franchisee's Facilities is the provision of Telecommunications Services, as defined herein, nor shall such persons or entities be required to obtain any additional authorizations for use of the City's rights of way other that the authority granted to Franchisee herein.

4.3 Franchisees of Telecommunications Services that lease or use dark fiber or other Facilities from the Franchisee shall be responsible for complying with all applicable City ordinances and regulations for use of the City's rights of way.

ARTICLE 5. COMPENSATION

5.1 Use Fee; Estimated Quarterly Payments; Annual True-Up; Audit Rights

A. **Use Fee**. Franchisee shall pay the City, as consideration for the rights granted herein, a "Use Fee" equal to five percent (5 %) of Franchisee's Gross Receipts **derived** from the Facilities during each City fiscal year.

B. **Estimated Quarterly Payments.** Beginning with the first full calendar quarter after the Effective Date, Franchisee shall remit an estimated quarterly payment equal to one-fourth (¼) of the Use Fee paid for the most recently completed fiscal year (or, if no prior history exists, a good-faith estimate of projected Gross Receipts), within twenty-five (25) days after the end of each calendar quarter.

C. **Annual True-Up.** Within forty-five (45) days after the close of each City fiscal year, Franchisee shall deliver to the City (i) a written statement certified by an authorized financial officer showing actual Gross Receipts for that fiscal year, and (ii) a final payment equal to the difference, if any, between the aggregate quarterly payments made and the Use Fee due under subsection (a). Any overpayment shall, at the City's option, be credited against the next quarterly payment or refunded within thirty (30) days.

D. **Audit and Inspection Rights.** The City may, upon at least fifteen (15) days' written notice and within six (6) years after any payment became due, inspect and audit Franchisee's books, records, and accounts reasonably related to the calculation of the Use Fee. Franchisee shall make such records available at a location within the City or via secure electronic means.

E. **Deficiencies; Interest; Audit Costs.** If an audit reveals that Franchisee has underpaid the Use Fee, Franchisee shall remit the deficiency plus interest at twelve percent (12 %) per annum, calculated from the original due date until paid in full. If the deficiency exceeds two percent (2 %) of the Use Fee owed for the audited period, Franchisee shall also reimburse the City for its reasonable audit costs, including external accountant or consultant fees.

F. **Under-reported Quarterly Estimates.** If any audit conducted under § 5.1(d) or any self-disclosure by Franchisee shows that the Use-Fee remitted for a given quarter was less than the amount that should have been paid, Franchisee shall, within thirty (30) days after written notice of the deficiency, pay (i) the shortfall and (ii) interest on the shortfall, calculated from the original quarterly due date to the date of payment at the rate specified in § 5.1(e). Payment of such interest is in addition to, and not in lieu of, any other remedies available to the City.

G. **Survival.** Franchisee's obligations under this section survive the expiration or termination of the Agreement until all Use Fees, interest, and audit costs have been paid in full.

H. **No Offset or Deduction.** Franchisee shall remit each Use-Fee payment in the full amount required by this section without any offset, credit, set-off, or deduction of any kind—including, but not limited to, amounts purportedly owed to Franchisee by the City, taxes owed by Franchisee, or costs incurred in performing this Agreement—except for the credit mechanism expressly provided in § 5.1 (c) (Annual True-Up). Any unilateral reduction or withholding constitutes a material breach and entitles the City to pursue all remedies available at law or in

equity.

5.2 **Payments**. The Franchisee shall send all payments payable hereunder, to:

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

5.3 **City Fiber; Service- Provision, Connection, and Service-Level Standards**

A. **Grant of Dark-Fiber Strands**. Franchisee shall furnish to the City, at no recurring charge, four (4) strands of dark fiber within Franchisee's fiber network within the City boundaries (the "City Fiber") for the City's exclusive use during the Term.
   1. Dark fiber will be provided along Franchisee's fiber routes constructed within the City limits. The backbone and lateral service drop fiber routes supporting City Fiber usage are identified in Exhibit A (Route Diagram).
   2. Franchisee's leased fiber routes contain a low number of available fiber strands and are not subject to City Dark Fiber requirements. The leased fiber routes are identified in Exhibit A (Route Diagram).

B. **Service-Level Agreement (SLA)**. Franchisee shall operate and maintain the City Fiber in accordance with the following minimum standards:

   1. **Availability**. Monthly uptime shall be no less than 99.9 %, excluding pre-scheduled maintenance performed between 00:00 and 05:00 local time on at least seventy-two (72) hours' prior written notice to the City.
   2. **Response**. Franchisee shall acknowledge any City outage or material impairment ticket within four (4) hours and dispatch qualified personnel to the affected location(s) within the same four-hour window.
   3. **Restoration**. Franchisee shall restore full service within forty-eight (48) hours after the earlier of (i) the City's trouble-ticket submission or (ii) Franchisee's own detection of the outage.
   4. **Service Credits**. For each hour (or fraction thereof) beyond the forty-eight -hour restoration window, Franchisee shall credit the City five hundred dollars ($500) against the next Use-Fee payment (or, if the Agreement has terminated, refund such amount within thirty (30) days).

C. **Monitoring and Reporting**. Franchisee shall (i) continuously monitor the City Fiber with automated fault-detection tools and (ii) deliver a monthly SLA performance report to the City's

Network Operations Center no later than the tenth (10th) calendar day of the following month.

D. **Connection to City Facilities.**

1. **Cost Cap**. The City shall reimburse only the reasonable, direct materials and labor actually incurred by Franchisee to splice or connect the City Fiber to City facilities, not to exceed $7,500 per connection, unless the City, prior to the work, (i) approves a higher amount in writing or (ii) instructs Franchisee to obtain no fewer than three (3) competitive quotations and perform the work on a time-and-materials basis using the lowest responsive quote. No overhead, administrative markup, or profit may be added.
2. **60-Day Completion**. Franchisee shall fully cooperate with the City and complete each requested physical connection and turn-up of City Fiber within sixty (60) days after receiving the City's written notice unless the City grants an extension in writing.

E. Remedies Not Exclusive. The service credits, cost cap, and deadlines in this section are cumulative and are in addition to all other rights and remedies available to the City under this Agreement, at law, or in equity.

5.4 Any monetary amount payable by Franchisee under this Article 5 that is not received by the City within ten (10) days after its due date shall accrue interest at the rate set forth in Section 5.1(e) from the original due date until paid in full. This interest rate shall also apply to (a) any prorated amounts due under Section 5.3 and (b) any sums required following expiration or termination of this Agreement.

5.5 Liquidated Damages Cap. The total amount of service credits, refunds, or other monetary remedies payable by Franchisee under Section 5.3.B.4 in any single City fiscal year shall not exceed the Use Fee due for that same fiscal year. Any service credits or refunds in excess of this cap shall be deemed waived by the City and forfeited by Franchisee. This Section 5.5 constitutes the sole and exclusive cap on Franchisee's monetary liability for service-level failures under this Agreement.

ARTICLE 6. ACCEPTANCE

This Agreement shall be accepted by the Franchisee within thirty (30) days of enactment by the City Council and publication of said resolution, in full, once a week for three consecutive weeks in one or more newspapers of general circulation within the City at Franchisee 's sole cost and expense as required by Ala. Code Section 11-44C-29 (I975). Franchisee's acceptance shall be in writing and by delivery of all payments, insurance certificates, applications, acceptance fees, and performance of other requirements relating to commencement of construction as set forth in this Agreement.

ARTICLE 7 – CONFIDENTIAL INFORMATION AND PUBLIC-RECORDS COMPLIANCE

7.1 **Definitions.**

"**Confidential Information**" means any non-public business, technical, financial, or trade-secret information that (a) is clearly and conspicuously marked "CONFIDENTIAL" or "TRADE SECRET" at the time of disclosure, or (b) is orally disclosed and identified as confidential at disclosure and confirmed in writing within ten (10) days. Confidential Information excludes data that (i) was already lawfully known by the receiving Party without restriction; (ii) becomes publicly available through no fault of the receiving Party; (iii) is lawfully obtained from a third party without breach of any obligation; or (iv) is independently developed without use of the disclosing Party's Confidential Information.

7.2 **Mutual Duty of Care.** Each Party shall protect the other Party's Confidential Information with at least the same degree of care it uses to protect its own information of like importance, but not less than reasonable care, and shall use such information solely to perform or exercise rights under this Agreement.

7.3 **Limited Disclosure.** A receiving Party may disclose Confidential Information only to its employees, officers, agents, contractors, or professional advisers who have a need to know and are bound by confidentiality obligations no less restrictive than this Article 7.

7.4 **Public-Records Compliance (City).**

The Parties acknowledge that the City is subject to the Alabama Open Records Act and related statutes (Ala. Code §§ 36-12-40, 41-13-1 et seq.), the duties of which are non-waivable. If the City receives a public-records request encompassing material designated by Franchisee as Confidential Information:

A. **Courtesy Notice.** The City will, to the extent practicable under statutory deadlines, attempt to provide prompt written notice to the Franchisee. Failure to provide such notice shall not constitute a breach.

B. **Franchisee Action.** Franchisee, at its sole cost and expense, may seek a protective order, confidential treatment, or other appropriate remedy.

C. **No Liability.** The City shall not be liable for any disclosure made in good-faith compliance with Alabama law, a court order, or an Attorney-General opinion, whether or not it provided prior notice to the Franchisee.

D. **Marking of Confidential Pages**. Franchisee shall clearly mark "CONFIDENTIAL" on the lower-right corner of each page that it in good faith believes contains information exempt from disclosure under Alabama law. Any page not so marked may be released by the City in response to an Alabama Open Records Act request without further notice to Franchisee, and such release shall not constitute a breach of this Agreement or give rise to any liability of any kind.

7.5 **Data Privacy & Security Compliance**.

A. **Regulatory Compliance**. Franchisee shall comply with all applicable federal and state laws, rules and regulations governing data privacy and security, including without limitation:

1. Federal Communications Commission privacy rules (47 C.F.R. §§ 64.2001 – 64.2011);
2. State breach-notification statutes applicable to personal or proprietary information; and
3. Any other information-security or privacy obligations imposed by law on providers of telecommunications or network services.

B. **City Data Protection**. Franchisee shall implement and maintain administrative, technical, and physical safeguards reasonably designed to protect any City data or personally identifiable information ("City Data") in its possession or control, consistent with industry best practices and applicable law.

C. **Breach Notification**. In the event of any unauthorized access to, or acquisition, use, disclosure, or loss of, City Data ("Data Breach"), Franchisee shall:

1. Notify the City in writing within twenty-four (24) hours of discovery;
2. Provide a written incident report within five (5) business days, detailing the nature and scope of the breach, the data affected, and measures taken; and
3. Cooperate fully with the City in all breach-response activities, including notification to affected individuals and regulators, at Franchisee's sole cost.

D. **Indemnification**. Franchisee shall indemnify, defend, and hold the City harmless from all fines, penalties, claims, losses, or liabilities (including reasonable attorneys' fees) arising from any breach of this Section 7.5.

7.6 **Compelled Disclosure (non-City Party).**

If the Franchisee is legally compelled by subpoena, court order, or governmental authority to disclose City Confidential Information, it shall (a) give the City prompt written notice, if lawfully

permitted, and (b) cooperate with the City in seeking a protective order.

7.7 **Costs and Indemnity.**
To the fullest extent permitted by law, Franchisee shall indemnify and hold the City harmless from any reasonable attorneys' fees and costs the City incurs in responding to protective-order litigation initiated by the Franchisee under § 7.4.

7.8 **Survival.**
The obligations in this Article 7 survive five (5) years after the expiration or earlier termination of this Agreement, or, with respect to trade secrets, for so long as such information remains a trade secret under applicable law.

ARTICLE 8. INDEMNIFICATION

8.1 **Franchisee's Duty to Defend, Indemnify, and Hold Harmless.**

Franchisee shall indemnify, defend, and hold harmless the City of Mobile, its elected and appointed officials, boards, agents, and employees (collectively, "City Parties") from and against any and all claims, demands, causes of action, suits, proceedings, judgments, losses, liabilities, damages (including diminution in value), fines, penalties, interest, costs, and expenses of every kind and nature—including reasonable attorneys' fees, expert-witness fees, and litigation costs—that arise out of or relate to:

A. the construction, installation, operation, maintenance, repair, replacement, relocation, or removal of Franchisee's Facilities;

B. any negligent act or omission, willful misconduct, or violation of law by Franchisee or its officers, employees, agents, contractors, or subcontractors;

C. any breach of this Agreement by Franchisee; or

D. the presence or condition of Franchisee's Facilities in the City's rights-of-way.

Franchisee's duty to defend shall arise immediately upon the City's written tender of the claim, demand, or suit and shall continue until the claim is finally resolved, regardless of any allegation, adjudication, or finding of fault. Payment of defense costs shall not be deferred pending outcome of the underlying matter. The obligations in this Article are independent of, and in addition to, any insurance requirements and shall survive the expiration or termination of this Agreement.

8.2 **Defense.** Upon receipt of written notice from the City, Franchisee shall assume the defense of the claim with counsel reasonably acceptable to the City; the City may, at its option and expense,

participate in the defense. Franchisee shall not settle a claim in a manner that imposes non-monetary obligations on the City Parties or admits liability on their behalf without the City's prior written consent.

8.3 **Survival.** Franchisee's obligations under this Article 8 survive the expiration or earlier termination of the Agreement and remain in force for five (5) years after Franchisee has removed or properly abandoned in place all Facilities and the City has issued written acknowledgment of such completion.

8.4 **Reservation of Rights.** Nothing in this Article waives, limits, or modifies the City's sovereign or governmental immunities or defenses available under Alabama law.

ARTICLE 9. INSURANCE

9.1 Required Coverages

Throughout the Term, Franchisee shall maintain, at its sole cost, the insurance described below with insurers (i) authorized to do business in every jurisdiction where work is performed and (ii) rated A-Class VII or better by A.M. Best (or equivalent). Each policy must name the City of Mobile, Alabama, its elected and appointed officials, boards, employees, and agents as additional insureds for both ongoing and completed operations via ISO endorsement CG 20 26 04 13 or a form providing coverage at least as broad. The minimum limits and key requirements are:

A. **Workers' Compensation and Employer's Liability.**

1. Statutory workers' compensation in every applicable jurisdiction.
2. Employer's Liability not less than **$500,000** each accident, disease (policy limit), and disease (each employee).

B. **Commercial General Liability (CGL).**

1. Occurrence form covering bodily injury, personal injury, property damage, contractual liability, and products-completed operations.
2. Combined single limit not less than **$5,000,000 per occurrence**.
3. Franchisee may use an umbrella or excess policy to achieve this limit.

C. **Automobile Liability.**

1. Coverage for all owned, hired, and non-owned vehicles.
2. Combined single limit not less than **$1,000,000 per accident**.__

D. **Pollution / Environmental Liability (conditional).**

1. Required only if Franchisee stores, oversees, or operates fuel-powered generators or other hazardous materials in the right-of-way.
2. Limits not less than **$2,000,000 per claim and in the aggregate**, covering remediation costs, bodily injury, property damage (including loss of use), and defense arising from the release of pollutants.

E. **Umbrella / Excess Liability.**

1. Follow-form over CGL, Automobile, and Employer's Liability.
   a. Limits sufficient to ensure the total coverage available to the City equals or exceeds the amounts specified above.

All required insurance shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the City Parties.

9.2 **Certificates and Policy Endorsements.**

Before any work begins—and upon each renewal—Franchisee shall deliver to the City:

A. ACORD certificates of insurance evidencing the coverages and limits required herein; and

B. Copies of all required Additional Insured, Waiver of Subrogation, and Cancellation-Notice endorsements (e.g., ISO CG 20 26 04 13).

Every policy shall be endorsed to provide not less than thirty (30) days' written notice to the City before cancellation, non-renewal, or material reduction in coverage (ten (10) days for non-payment of premium). Each certificate must conspicuously reference this Agreement by title and contract number in the Description-of-Operations field to ensure proper indexing in the City's insurance-compliance system.

9.3 **Policy Provisions.**

A. Primary & Non-Contributory. All insurance required of Franchisee shall be primary to, and non-contributory with, any insurance or self-insurance maintained by the City Parties.

B. Waiver of Subrogation. Each policy (other than Workers' Compensation where prohibited by law) shall waive rights of subrogation against the City Parties.

C. Claims-Made Policies. If any coverage is written on a claims-made basis, it shall include a retroactive date not later than the Effective Date and a reporting/extended-reporting period of at least three (3) years after the Term.

9.4 **Cyber-Liability / Network-Security Insurance.**

Franchisee shall maintain Cyber-Liability and Network-Security insurance with limits of not less than Two Million Dollars (US $2,000,000) each claim and in the aggregate. Coverage shall, at a minimum, respond to:

A. unauthorized access to or use of electronic data or software within Franchisee's or the City's systems;

B. failure to protect confidential or proprietary information, including personally identifiable information;

C. introduction of malicious code or denial-of-service attacks that impair Franchisee's or the City's network functionality; and

D. first-party expenses for data restoration, breach notification, credit monitoring, crisis-management, and regulatory defense or penalties.

The policy shall carry a retroactive date no later than the Effective Date of this Agreement and shall provide an extended-reporting period of at least one (1) year if cancelled or non-renewed. The City Parties shall be included as additional insureds where commercially available.

9.5 **No Limitation of Liability.**

The insurance requirements set forth in this Article 9 shall not limit or restrict Franchisee's liability to the City Parties or its indemnification obligations under Article 8 or any other provision of this Agreement.

9.6 **City's Right to Review and Reject.**

All certificates and endorsements must be approved by City Risk Management before work begins. The City reserves the right to review Franchisee's policies and endorsements for compliance at any time and to reject any insurer or policy that, in the City's reasonable judgment, fails to meet the requirements of this Article 9. Failure to obtain or maintain the required insurance constitutes a material breach of this Agreement.

ARTICLE 10. TAXES

The Franchisee shall be fully responsible for the payment of all lawfully assessed ad valorem, property, use, and other taxes owed by the Franchisee and attributable to Franchisee's use of the City's rights of way as described herein.

ARTICLE 11. NOTICE

11.1 For purposes of giving notice, as required by this Agreement, City's address is:

Office of the City Clerk
City of Mobile
PO Box 1827
Mobile, AL 36633-1827

For Franchisee: FIBER UTILITY NETWORK, INC
103 Jesse Samuel Hunt Blvd, Suite 203
Prattville, AL 36066

11.2 All notices, demands, or communications required or permitted under this Agreement must be in writing and shall be deemed "delivered" as follows:

A. Certified Mail: When sent by registered or certified U.S. mail, return receipt requested, postage prepaid—effective upon the date of receipt as indicated on the signed receipt.

B. Overnight Courier: When sent by a nationally recognized overnight courier (e.g., FedEx, UPS), with proof of delivery—effective on the next business day after deposit with the courier.

—Email: When sent to the designated email address of the recipient with read-receipt or delivery-notification request—effective on the date the sender receives confirmation of delivery. Any notice sent by email must be followed by a duplicate notice sent by one of the methods in (a) or (b) within one business day.

C.

D. Facsimile: When sent to the designated facsimile number of the recipient with confirmation of successful transmission—effective on the date of transmission, provided that a copy of the notice is also sent by one of the methods in (a) or (b) within one business day.

Notices delivered on a Saturday, Sunday, or public holiday shall be deemed received on the next business day.

11.3 In addition to the mailing and electronic addresses set forth in Section 11.1, each Party appoints the following individuals as its primary day-to-day and emergency contacts for all notices, coordination, and operational communications under this Agreement:

For Franchisee:
Name: Mike Wise
Title: VP Operations & Construction
Phone: 214-663-5282

• Operations Contact (Emergency):
Name: Network Operations Center
Title: _____
Phone (24/7): 334-325-2555

For City:
Name: _____
Department: _____
Phone: _____

Either Party may change its designated contacts by providing written notice in accordance with Section 11.2. All communications to these contacts shall be deemed proper notice under this Agreement.

Article 12 – Safety & Environmental Compliance

12.1 Compliance with Laws.

Franchisee shall at all times comply with all applicable federal, state, and local health, safety and environmental laws, regulations, and ordinances, including without limitation:

A. Occupational Safety and Health Administration standards (29 C.F.R. Parts 1910 and 1926);

B. Environmental Protection Agency requirements under the Clean Water Act, Clean Air Act, Resource Conservation and Recovery Act, and related state implementing regulations; and

C. City of Mobile stormwater, erosion control, and sedimentation ordinances and any NPDES stormwater permits applicable to rights-of-way work.

12.2 **Stormwater & Site Controls.**

Prior to any ground-disturbing activity, Franchisee shall implement and maintain best management practices (BMPs) to prevent soil erosion and stormwater pollution, prepare, and retain a Stormwater Pollution Prevention Plan (SWPPP) if required, and secure any necessary stormwater permits.

12.3 **Training, Equipment & PPE.**

Franchisee shall ensure that all personnel and Subcontractors performing work under this Agreement receive appropriate safety and environmental training and are provided with, and use, personal protective equipment (PPE) and spill-response materials as required by OSHA, EPA, or City standards.

12.4 **Incident Reporting & Corrective Action.**

Franchisee shall promptly notify the City (within 24 hours) of any OSHA-recordable injury, fatality, environmental release, spill, or regulatory enforcement action arising from its activities. Franchisee shall immediately take all corrective measures—at its expense—to contain, remediate and prevent recurrence of any safety or environmental incident.

12.5 **Audit & Inspection Rights.**

The City or its authorized agents may inspect any worksite, equipment or records relating to safety and environmental compliance upon reasonable notice. If an inspection reveals noncompliance, Franchisee shall, within ten (10) days of written notice, cure any deficiencies at no cost to the City and provide documentation of corrective actions.

12.6 **Indemnification for Safety or Environmental Violations.**

In addition to the indemnification obligations in Article 8, Franchisee shall indemnify, defend, and hold the City harmless from all fines, penalties, cleanup costs, claims, or liabilities arising out of Franchisee's failure to comply with the requirements of this Article 12.

ARTICLE 13. MISCELLANEOUS

13.1 **Entire agreement.** This Agreement, together with all Exhibits, shall constitute the entire Agreement and no negotiations or discussions prior to execution shall be of any effect.

13.2 **Severability.** The invalidity in whole or in part of any provision shall not affect the validity of any other provision. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such finding shall not affect the validity or enforceability of any other provision of this Agreement. The remaining provisions shall continue in full force and effect, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted. If such a provision is determined to be invalid or unenforceable, the Parties agree to negotiate in good faith to modify the Agreement, to the extent reasonably possible, to carry out the original intent of the Parties in a manner that is valid and enforceable.

13.3 **Right And Remedies**. The right and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity.

13.4 **Waiver of Breach**. A waiver of a breach of any provision thereof shall not constitute a waiver of any other breach.

13.5 **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

~~13.5~~ **Audits**. The City reserves the right to audit Franchisee's books, records and operations relating to this Agreement at any time upon reasonable notice. If any such audit reveals evidence of fraud, intentional misrepresentation, or material noncompliance with the terms of this Agreement, the City may, in its sole discretion:

13.6

A. suspend issuance of any new permits, authorizations, or approvals under this Agreement until Franchisee cures the identified noncompliance to the City's satisfaction;

~~A.~~ withhold approval of any pending facility installations, removals, or relocations; and

B.

~~B.~~C. require Franchisee, at its sole cost, to promptly undertake corrective measures, including providing remedial reports or additional security.

The City shall provide Franchisee with written notice of the audit findings and the actions being taken. Franchisee must cure all material noncompliance issues within thirty (30) days of such notice, or the City may pursue its rights under Section 3.2 (Termination).

~~13.6~~13.7 **Records Retention & Access.**

A. **Retention Period**. Franchisee shall retain all books, records, documents, data and other information (including but not limited to work orders, inspection reports, SLA performance reports, billing records, safety and environmental logs, and correspondence) relating to this Agreement for a minimum of six (6) years after the expiration or termination of this Agreement, or for such longer period as may be required by applicable law or regulation.

B. **Production on Demand**. Upon the City's written request, Franchisee shall produce or make available for inspection and copying any such records at a location in the City of Mobile or, at the City's option, via secure electronic transmission, within ten (10) business days of the request.

C. **Audit & Inspection Rights**. The City's audit and inspection rights under Section 13.6 extend to all records covered by this Section 13.7, and Franchisee shall cooperate fully with any such audit or inspection at no additional cost to the City.

D. **Destruction Prohibition**. Franchisee shall not destroy or dispose of any records subject to this Section 13.7 until the end of the retention period, provided that Franchisee may destroy records in its routine document-management system after the applicable retention period has expired.

13.8 **Modification**. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. No oral statement or prior written material not specifically incorporated herein shall be of any force and effect, and no changes to this Agreement shall be valid unless made in writing and properly executed by the Parties.

~~13.8~~ **Counterparts & Electronic Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, electronic transmission (including PDF or other electronic image), or through an e-signature platform (e.g., DocuSign) shall be deemed to be original signatures for all purposes. The exchange of signed counterparts by email shall constitute effective execution and delivery of this Agreement.

13.9

~~13.9~~13.10 **Survival, and No-Waiver**

A. **Survival of Obligations.** The following provisions survive expiration or earlier termination of this Agreement for the longest time permitted under applicable law:

1. § 5.1I Deficiencies; Interest; Audit Costs
2. § 5.1(G) No Offset or Deduction
3. **Article 7** Confidential Information & Public-Records Compliance

4. **Article 8** Indemnification
5. **Article 9** Insurance
6. § 12.5 Dispute Resolution / Governing Law

B. **No Waiver.** Failure or delay by the City to enforce any provision of this Agreement on one or more occasions shall not be deemed a waiver of the City's right to enforce that or any other provision thereafter. Any waiver must be in writing and signed by an authorized representative of the City to be effective.

~~13.10~~13.11 **Force Majeure.**

A. **Excused Performance**. Neither Party shall be liable for any delay or failure in performance of its obligations under this Agreement (other than payment of money) to the extent and for so long as such delay or failure is caused by a Force Majeure Event.

B. **Notice**. The Party affected by a Force Majeure Event shall give the other Party prompt written notice describing the nature of the event, its anticipated duration, and the obligations affected. Such notice must be provided within ten (10) days of the onset of the Force Majeure Event.

C. **Mitigation**. The affected Party shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event, to resume performance of its obligations as soon as practicable, and to provide periodic updates to the other Party.

D. **Termination Right**. If a Force Majeure Event continues for more than ninety (90) days and substantially prevents performance of a material obligation, either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party without further liability (other than for obligations accrued prior to termination).

13.12 General Application. All terms, obligations, rights, and conditions set forth in this Agreement are in full force and effect, and specific cross-references in this Agreement are provided for convenience only and shall not be deemed to limit any other provisions hereof.

13.13 Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts (including by electronic signature), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal. Franchisee's Authorized Agent represents that he/she has all requisite power and authority to execute and deliver this Agreement on behalf of the company and to sufficiently legally bond the company to perform its obligations hereunder.

By: Terry R Metze Jr

Terry Metze Jr., President and CEO
Printed Name and Title

Date: September 16, 2025

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, VALERIE SEEFELD the undersigned Notary Public, in and for said county and state, hereby certify that TERRY R. METZE JR. [Individual's Name] whose name as PRESIDENT & CEO [Title] of the FIBER UTILITY NETWORK INC [Corporation's Name], a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)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 16 day of SEPTEMBER, 2025

Valerie Seefeld
Notary Public
Print Valerie Seefeld
My commission expires: 9/30/2028

(Seal)

CITY OF MOBILE, A Municipal Corporation

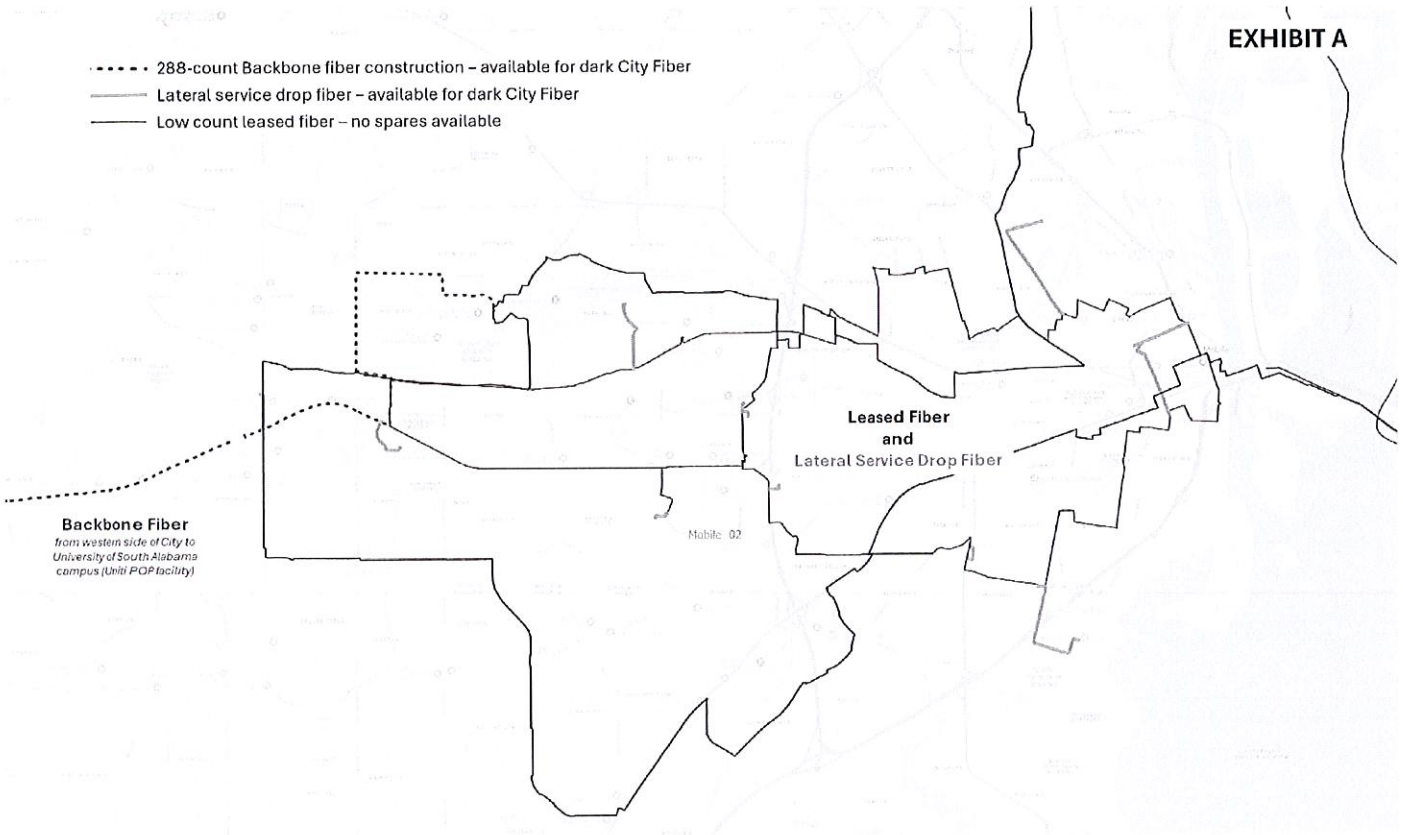
By: _____
William S. Stimpson, Mayor

Date: _____

ATTEST:

_____
City Clerk

EXHIBIT A



REV.09/12/2025

CERTIFICATE OF INSURANCE

9/17/2025

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

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

THIS IS TO CERTIFY THAT:

Fiber Utility Network
103 Jesse Samuel Hunt Blvd. #203
Prattville, AL 36066

FEDERATED RURAL ELECTRIC INSURANCE EXCHANGE

NAIC: 11118
P.O. Box 15147, Lenexa, KS 66285-5147
(913) 541-0150 fax (913) 541-9004
www.federatedrural.com

IS, AT THE ISSUE DATE OF THIS CERTIFICATE, INSURED BY THE COMPANY UNDER THE POLICY(IES) LISTED BELOW. 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATES		LIMITS ($)
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE-BASIS COMPREHENSIVE FORM PREMISES / OPERATIONS UND / EXPLOSION & COLLAPSE PRODUCTS / COMP OPS CONTRACTUAL BROAD-FORM PROPERTY DAMAGE NO GENERAL AGGREGATE	01 ARB 045-25	3/1/2025 to 3/1/2026	EACH OCCURRENCE	$2,000,000
			DAMAGE TO RENTED PREMISES	$2,000,000
			MED EXP (PER PERSON)	$1,000
			PERSONAL & ADV INJURY	$2,000,000
			GENERAL AGGREGATE LIMIT	UNLIMITED
AUTOMOBILE ANY AUTO HIRED & NON-OWNED AUTO GARAGE LIABILITY (ANY AUTO)	01 ARB 045-25	3/1/2025 to 3/1/2026	COMBINED SINGLE LIMIT (EACH ACCIDENT)	$2,000,000
			COMP DEDUCTIBLE	$100
			COLLISION DEDUCTIBLE	$500
ALL-RISK BLANKET PROPERTY	01 ARB 045-25	3/1/2025 to 3/1/2026	PROPERTY LIMIT	$0
			PROPERTY DEDUCTIBLE	($1)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EQUIPMENT / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

It is agreed that where required by mortgage, lease, or other legal agreement, the interests of mortgagees, lessors, and loss payees are insured as their interests may appear as additional insured's and/or loss payees. Blanket Additional Insured and Waiver of Subrogation are included under General Liability and Automobile Liability insurance if required by written contract or agreement. Policy provisions include a 60-day cancellation notice.

CERTIFICATE HOLDER:

CITY OF MOBILE
PO BOX 1827
MOBILE, AL 36633

CANCELLATION:

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

AUTHORIZED REPRESENTATIVE:

Jennifer L. Hauge Willey

Blanket Additional Insured & Waiver of Subrogation Endorsement

01 ARB 045-25 Fiber Utility Network

Section II, General Liability and Automobile Liability Insurance, Item F. Persons Insured, is amended to include any person or organization for whom the policyholder is performing operations when the policyholder and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured or insureds to this policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the policyholder's acts or omissions, or by the acts or omissions of others acting on the policyholder's behalf, provided:

1. The insurance afforded to such additional insured or insureds only applies to the extent permitted by law; and

2. If such coverage is required by written contract or agreement, the insurance afforded will not be broader than that required by the contract or agreement to be provided to the additional insured or insureds; and

3. If such coverage is required by written contract or agreement, the insurance afforded shall not exceed the limit of insurance required by the contract or agreement, or the applicable Limit of Liability stated in the Declarations, whichever is less.

4. If required by written contract or agreement, the Company waives any rights of recovery against the additional insureds shown above because of payments made under Section II, General Liability. Such waiver applies only to the extent that the policyholder has waived its rights of recovery against such person(s) or organization(s) prior to loss.

5. The following amends General Condition H. Other Insurance, and supersedes any provision to the contrary:
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:
(1) The additional insured is a Named Insured under such other insurance; and
(2) It is required by written contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

With respect to the insurance afforded to these additional insureds, no coverage shall apply to Personal Injury or Property Damage arising out of or caused directly or indirectly by providing or failing to provide any professional service. This exclusion shall not apply to the rendering of emergency first aid or incidental medical service.
A professional service can mean, but is not limited to Personal Injury or Property Damage arising out of the rendering of, or the failure to render, any architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This endorsement shall not, in any event, increase the Limit of Liability stated in the Declarations.

All other policy provisions apply.

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RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Rights-Of-Way Use Agreement between the City of Mobile and Fiber Utility Network, Inc. d/b/a Alabama Fiber Network, attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: September 30, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:
Added & approved late per Scott Collins.

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Port City Transit (Via) Agreement Amendment - Pension Participation

REVIEWERS:
Lana Gauthier
Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, on September 15, 2025, the City of Mobile and Port City Transit, LLC, contracted for public transportation services to be provided by Port City Transit; and

WHEREAS, subsequent to the execution of this agreement it has been determined to be in the best interest of the City of Mobile to amend the agreement to provide for continued transit system employee participation in the Transit System Workers Pension; and

WHEREAS, amending the agreement as outlined in this Resolution will not increase the value of the services agreement and will not result in any increased invoices submitted from Port City Transit to the City; and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that the following subsection shall be added to the existing transit services agreement between the City of Mobil and Port City Transit, LLC, hereby amending the agreement upon signature and acceptance by both parties:

(g)(6) **Transit Workers Pension Plan.** Every pay period the SERVICE PROVIDER will deduct from each employee's gross pay an amount equal to five (5) percent of the employee's gross pay, or other amount as specified in the Transit Workers Pension Plan, as the employee's contribution to the Transit Workers Pension Plan. No later than the tenth (10th) day of each month, or as otherwise required by the Transit Workers Pension Plan, the SERVICE PROVIDER will remit to the OWNER an amount equal to the aggregate employee pension plan withholdings from the previous month, along with a report of the withholdings per employee.

No later than the tenth (10th) day of each month the SERVICE PROVIDER, at its discretion, will either (1) remit to the OWNER the full aggregate amount that the SERVICE PROVIDER would normally contribute to any standard and customary SERVICE PROVIDER sponsored defined contribution retirement plan match, along with a report of the match per employee ***OR*** (2) deduct from its monthly invoice to the OWNER specified in Subsection 6(1)(1) of this agreement, the full aggregate amount that the SERVICE PROVIDER would normally contribute to any standard and customary SERVICE PROVIDER sponsored defined contribution retirement plan match, along with a report of the match per employee.

No later than the twentieth (20th) day of each month the OWNER shall remit to the Transit Workers Pension Plan all employee withholdings for participation in the plan deducted in the previous month, an amount equivalent to the SERVICE PROVIDER'S retirement plan matching funds, and any standard and customary recurring percentage amount necessary to fund the Transit Workers Pension Plan pursuant to the Plan's most recent actuarial study, along with a report of the total funding per participating SERVICE PROVIDER employee.

Except for the withholdings, transfers, and distribution of funds outlined in this subsection, the SERVICE PROVIDER shall bear no responsibility whatsoever for any administration, ownership, or liability for, or related to, the Transit Workers Pension Plan. All other subsections and text of

this agreement related to employee benefits, specific to the Transit Workers Pension Plan and the SERVICE PROVIDER'S employment liabilities, shall conform to this subsection.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: September 30, 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 Bobcat of Mobile for one 2025 Bobcat T86 compact tracked loader with accessories for Urban Forestry.

Amount of Contract:
$97,133.80

Funding Source
$97,133.80

ATTACHMENTS:
1. 20250925 Bobcat Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 30 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 Bobcat of Mobile

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Bobcat of Mobile for one 2025 Bobcat T86 compact tracked loader with accessories for Urban Forestry.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $97,133.80

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5985

How many bidders received bid packages (if applicable): 17 + web

How many bidders submitted bids (if applicable): 6

If this is not the lowest bid, explain why not:
Low bid did not met spec.

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
26380	2025	(F7000) MOTOR POOL	2025 BOBCAT T86 COMPACT TRACKED LOADER WITH ACCESSORIES FOR URBAN FORESTRY (SEALED BID 5985)	$97,133.80	(287654) BOBCAT OF MOBILE

Adopted:

_____

City Clerk

Bill To	Requisition 00026380-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
BOBCAT OF MOBILE 5340 HALLS MILL RD. MOBILE, AL 36619 USA Tel#251-338-2555 Fax 251-338-2554	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
06/24/25	287654				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	SKID STEER LOADER, ON RUBBER TRACKS WITH CAB AND HVAC SYSTEM, TIER IV ENGINE. WARRANTY 2YEARS OR 2000 HOURS WHICH EVER IS FIRST. VENDOR TO PROVIDE 2025 OR NEWER BOBCAT T86 COMPACT TRACKED LOADER AS PER CITY OF MOBILE BID #5985 AND BOBCAT OF MOBILE QUOTE MF1134819 Additional Description Notes --- T86 T4 BOBCAT COMPACT TRACK LOADER (SKID STEER) AS FOLLOWS: STANDARD EQUIPMENT: 105.0 HP TIER 4 V2 BOBCAT ENGINE AUXILIARY HYDRAULICS: VARIABLE FLOW TWO-SPEED TRAVEL REAR CAMERA BACKUP ALARM BOB-TACH BOBCAT INTERLOCK CONTROL SYSTEM (BICS) CONTROLS: SELECTABLE JOYSTICKS (SJC) CYLINDER CUSHIONING-LIFT, TILT ENGINE/HYDRAULIC PERFORMANCE DE-RATE PROTECTION GLOW PLUGS (AUTOMATICALLY ACTIVATED) 5" DISPLAY PANEL, ENGINE TEMPERATURE, FUEL GAUGES, HOURMETER, RPM, WARNING INDICATORS AND OTHER VITALS LIFT ARM SUPPORT LIFT PATH: VERTICAL LIGHTS, FRONT, AND REAR LED	1.00 EACH	80904.51000	80904.51

Bill To	Requisition 00026380-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
BOBCAT OF MOBILE	MOTOR POOL - ATTN: ADAM LYNN
5340 HALLS MILL RD.	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
USA	
Tel#251-338-2555	Delivery Reference
Fax 251-338-2554	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
06/24/25	287654				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	OPERATOR CAB: ENCLOSED CAB W/HEAT AND A/C INCLUDES: ADJUSTABLE VINYL SUSPENSION SEAT, TOP & REAR WINDOWS, PARKING BRAKE, SEAT BAR & SEAT BELT, SOUND REDUCTION, RADIO READY, SAE-J1040 & ISO 3471 FALLING OBJECT PROTECTIVE STRUCTURE (FOPS) MEETS SAE-J1043 & ISO 3449, LEVEL 1; PARKING BRAKE:SPRING APPLIED, PRESSURE RELEASED (SAPR) SOLID MOUNTED CARRIAGE WITH 5 ROLLERS TRACKS: RUBBER, 17.7" WIDE TELEMATICS-MACHINE IQ-2-YEAR BASICS WARRANTY: 2 YEARS, OR 200 HOURS WHICHEVER OCCURS FIRST AS REQUESTED BY 2018-URBAN FORESTRY			
1	1000.40.20.2070.2086.2070.0000.0000.45040.			80904.51
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - TTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
002	UPGRADE TO GOLD PACKAGE AS	1.00	5471.89000	5471.89

Bill To	Requisition 00026380-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
BOBCAT OF MOBILE	MOTOR POOL - ATTN: ADAM LYNN
5340 HALLS MILL RD.	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
USA	
Tel#251-338-2555	Delivery Reference
Fax 251-338-2554	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
06/24/25	287654				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	FOLLOWS: GOLD PACKAGE INCLUDES: CLEAR MSIDE MAUTO HVAC CAB, INTEGRATED BLUETOOTH RADIO, ADJUSTABLE HEATED CLOTH AIR RIDE SEAT, POWER BOB-TACH, SOLID UNDERCARRIAGE, 7" TOUCH DISPLAY, PREMIUM AND SIDE LED LIGHTS, KEYLESS START, TWO-SPEED TRAVEL, 7-PIN ATTACHMENT CONTROL, DUAL DIRECTION BUCKET POSITIONING, REAR CAMERA, SOUND REDUCTION, 3YR MACHINE IQ HEALTH & SECURITY SUBSCRIPTION, AUTOMATIC RIDE CONTROL, REVERSING FAN	EACH		
	Additional Description Notes			

	UPGRADE TO GOLD PACKAGE AS FOLLOWS:			
	GOLD PACKAGE INCLUDES: CLEAR MSIDE MAUTO HVAC CAB, INTEGRATED BLUETOOTH RADIO, ADJUSTABLE HEATED CLOTH AIR RIDE SEAT, POWER BOB-TACH, SOLID UNDERCARRIAGE, 7" TOUCH DISPLAY, PREMIUM AND SIDE LED LIGHTS, KEYLESS START, TWO-SPEED TRAVEL, 7-PIN ATTACHMENT CONTROL, DUAL DIRECTION BUCKET POSITIONING, REAR CAMERA, SOUND REDUCTION, 3YR MACHINE IQ HEALTH & SECURITY SUBSCRIPTION, AUTOMATIC RIDE CONTROL, REVERSING FAN			
	AS REQUESTED BY 2018-URBAN FORESTRY			
1	1000.40.20.2070.2086.2070.0000.0000.45040.			5471.89

Bill To	Requisition 00026380-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Approved Page 4

Vendor	Ship To
BOBCAT OF MOBILE 5340 HALLS MILL RD. MOBILE, AL 36619 USA Tel#251-338-2555 Fax 251-338-2554	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
06/24/25	287654				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			
003	SUPER FLOW HYDRAULICS	1.00 EACH	3304.44000	3304.44
1	1000.40.20.2070.2086.2070.0000.0000.45040.			3304.44
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00026380-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Approved Page 5

Vendor	Ship To
BOBCAT OF MOBILE 5340 HALLS MILL RD. MOBILE, AL 36619 USA Tel#251-338-2555 Fax 251-338-2554	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
06/24/25	287654				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
004	4K HEAVY DUTY PALLET FORK FRAME	1.00 EACH	460.56000	460.56
	1 1000.40.20.2070.2086.2070.0000.0000.45040.			460.56
	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			
005	48" 4K HEAVY DUTY PALLET FORK TEETH	1.00 EACH	340.48000	340.48
	1 1000.40.20.2070.2086.2070.0000.0000.45040.			340.48
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			

Bill To	Requisition 00026380-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Approved Page 6

Vendor	Ship To
BOBCAT OF MOBILE 5340 HALLS MILL RD. MOBILE, AL 36619 USA Tel#251-338-2555 Fax 251-338-2554	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
06/24/25	287654				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
006	80" INDUSTRIAL BUCKET GRAPPLE	1.00 EACH	4439.92000	4439.92
	1 1000.40.20.2070.2086.2070.0000.0000.45040.			4439.92
	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			
007	FREIGHT	1.00 EACH	2212.00000	2212.00
	Additional Description Notes --- FREIGHT LINE INCLUDES DEALER P.D.I. AND DESTINATION CHARGES. Vendor Item Inventory Item/Loc 14009			

Bill To	Requisition 00026380-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
BOBCAT OF MOBILE	MOTOR POOL - ATTN: ADAM LYNN
5340 HALLS MILL RD.	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
USA	
Tel#251-338-2555	Delivery Reference
Fax 251-338-2554	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
06/24/25	287654				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.2070.2086.2070.0000.0000.45040.			2212.00

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 97133.80

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.45040.	97133.80	1099143.10
PUBLIC SERVICE MAINTENANCE EXP FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
CCancelled	09/24/25	JOHN PAINE	GL Allocation changed
Approved	09/24/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	09/24/25	SHONNDA SMITH	
Approved	09/24/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	06/24/25	MATTHEW ANDERSON	Auto approved by: 910518244

Bill To	Requisition 00026380-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Approved Page 8

Vendor	Ship To
BOBCAT OF MOBILE 5340 HALLS MILL RD. MOBILE, AL 36619 USA Tel#251-338-2555 Fax 251-338-2554	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
06/24/25	287654				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/24/25	SHONNDA SMITH			
	Approved	06/24/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	09/24/25	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	09/24/25	SHONNDA SMITH			
	Approved	09/24/25	CHERI BOUCHER		Auto approved by: 910518244	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	09/24/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	09/24/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	09/24/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	09/24/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	09/24/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	09/24/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5985
TRACKED SKID STEER LOADER

BEARD	$93,640.00 Deere 333P
LYLE MACHINERY	$97,133.00 Bobcat T86
SUNSOUTH	$99,407.95 Deere 333P
RENTAL WORKS	$101,850.00 Manitou 3200VT Track Loader
THOMPSON	$109,683.00 Caterpillar 275XPS
STONE EQUIPMENT	$112,208.00 Case TV608B

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

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 deliverd F.O.B. Mobile to:
09/04/2025	5985	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 19, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-2	**TRACKED SKID STEER LOADER** 2025 or Newer Tracked Skid Steer Loader as per the following and attached minimum specifications. MAKE _____ MODEL _____ YEAR _____ Vendor to provide literature and specifications on product bid. Quote delivered pricing FOB Mobile. Upon award the City will purchase one (1) Tracked Skid Steer Loader. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery. Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training. Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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 Aabama, 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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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.

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.

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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 Vendor must include contact information with this bid. Pricing to be firm for a (6) six-month period following the award of this bid. **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. **TO BE AWARDED ALL OR NONE.**					
			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.

Compact Track Loader – Full Specifications
Dimensions

Length (without attachment): 120.4 in

Length with bucket (dig/carry): 153.5 in

Width (over tracks): 78 in

Width (with bucket): 80 in

Height (to top of cab): 83.1 in

Height to bucket hinge pin: 132 in

Dump height (with bucket): 101.8 in

Reach at maximum height: 38.4 in

Length of track on ground: 66.3 in

Track width: 17.7 in

Ground contact area: 2,340 in^2

Ground pressure (on rubber track): 4.8 psi

Turning radius: 99 in

Engine

Horsepower: 105 hp

Engine type: Turbocharged, non-DPF

Fuel tank capacity: 31.6 gal

Operating Capacities

Rated operating capacity (ISO): 3,800 lb

Rated operating capacity with counterweights:

+200 lb: 3,950 lb

+300 lb: 4,025 lb

+400 lb: 4,100 lb

Rated operating capacity with torsion suspension: 3,700 lb

Operating capacity (50% of tipping load): 5,429 lb

Tipping load: 10,857 lb

Operating weight: 12,393 lb

Hydraulic System

Auxiliary standard flow: 23.6 gpm

Auxiliary high flow: 36.6 gpm

Auxiliary super flow (optional): 42 gpm

Hydraulic pressure (standard & high flow): 3,500 psi

Hydraulic pressure (super flow): 4,061 psi

System relief at quick couplers: 3,450 psi

Performance

Travel speed (single speed): 5.4–5.5 mph

Travel speed (two-speed option): 10.4–10.7 mph

Vertical-lift path for higher reach and dump clearance

Optimized weight-to-horsepower ratio for productivity and maneuverability

Operator Environment

Enclosed cab with HVAC (option)

Ergonomic controls

Premium seat options

Reduced vibration and noise design

Maintenance & Serviceability

Easy-access service points

Simplified daily maintenance

Heavy-duty build for extended uptime

Attachments & Compatibility

Designed for high-flow and super-flow attachment operation

Compatible with a wide range of implements including:

Brush saws

Wheel saws

Chippers

Buckets (light material, general purpose, etc.)

Concrete mixers

Grapples, trenchers, augers, and more

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 30, 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 Cheryl T. Holifield for Federal Transit Administration grant reporting services for Finance Department.

Amount of Contract:
$22,000.00

Funding Source
General fund.

ATTACHMENTS:
1. 20250924 Holifield Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 30 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 Cheryl T Holifield

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Cheryl T. Holifield for Federal Transit Administration grant reporting services for Finance Department.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $22,000.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional services, price below bid requirement.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
30489	2025	(2500) FINANCE ADMINISTRATION	FEDERAL TRANSIT ADMINISTRATION GRANT REPORTING SERVICES FOR FINANCE DEPT (PRICE BELOW BID REQUIREMENT, PROFESSIONAL SERVICES)	$22,000.00	(299969) CHERYL T HOLIFIELD

Adopted:

_____
City Clerk

Bill To	Requisition 00030489-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2510.2590.2510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CHERYL T HOLIFIELD	FINANCE ADMINISTRATION
300 N WATER STREET	205 GOVERNMENT STREET
APT 337	4TH FLR S TOWER ROOM 427
	MOBILE, AL 36644
MOBILE, AL 36602	LAURENCEJ@CITYOFMOBILE.ORG
Tel#251-800-1006	Delivery Reference
	WAVE TRANSIT REPORTING & AUDIT
	Deliver To
	FINANCE ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 427
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	299969	09/26/25			FINANCE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	SERVICES- FTA QUARTERLY REPORTING, END-OF-YEAR REPORTING, NTD, AND WAVE SINGLE AUDIT COORDINATION FOR CITY OF MOBILE. TRAINING OF CITY OF MOBILE STAFF FOR FUTURE FILINGS OF FTA REPORTS. SEE ATTACHED WORK PROPOSAL AND AUDIT TASK LIST	4.00 MONTH	5500.00000	22000.00
1	1000.60.25.2510.2590.2510.0000.0000.42200.			22000.00

Ship To
FINANCE ADMINISTRATION
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 427
MOBILE, AL 36644
Delivery Reference
WAVE TRANSIT REPORTING & AUDIT

Deliver To
FINANCE ADMINISTRATION
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 427
MOBILE, AL 36644

Requisition Link

Requisition Total 22000.00

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

Account	Amount	Remaining Budget
1000.60.25.2510.2590.2510.0000.0000.42200.		

Bill To	Requisition 00030489-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.60.25.2510.2590.2510.0000.0000.42200. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
CHERYL T HOLIFIELD 300 N WATER STREET APT 337 MOBILE, AL 36602 Tel#251-800-1006	FINANCE ADMINISTRATION 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 427 MOBILE, AL 36644 LAURENCEJ@CITYOFMOBILE.ORG Delivery Reference WAVE TRANSIT REPORTING & AUDIT Deliver To FINANCE ADMINISTRATION 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 427 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	299969	09/26/25			FINANCE ADMINISTRATION

Account		Amount	Remaining Budget
GRANT MANAGEMENT EXP	PROFESSIONAL & TECHNICAL	22000.00	39792.39

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

Activity	Date	Clerk	Comment
Notify	09/23/25	DONNA BRYARS	Notification Acknowledged
Approved	09/23/25	SHERMEKA TURNER	Auto approved by: 910520990
Approved	09/23/25	AMBER ADAMS	Auto approved by: 910520990
Approved	09/23/25	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	09/23/25	KELSI TIPPERY	Auto approved by: 910520990
Approved	09/23/25	SHAUNAGYE SIMMS	
Approved	09/23/25	SELENA SMITH	Auto approved by: 910520990
Notify	09/23/25	ANGELA VRECA	Notification Acknowledged
Approved	09/23/25	DONALD ROSE	Auto approved by: 9105paij
Approved	09/23/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/23/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	09/23/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	09/23/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	09/23/25	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: September 30, 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 Dana Safety Supply Inc for motorcycle technology mounts for MPD.

Amount of Contract:
$27,781.20

Funding Source
US DOJ Justice Administration Grant.

ATTACHMENTS:
1. 20250925 Dana Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 30 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 Dana Safety Supply Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Dana Safety Supply Inc for motorcycle technology mounts for MPD.
US DOJ Justice Administration Grant

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $27,781.20

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL state contract

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
29186	2025	(2590) GRANT MANAGEMENT	MOTOCYCLE TECHNOLOGY MOUNTS FOR MPD (AL STATE CONTRACT)	$27,781.20	(290980) DANA SAFETY SUPPLY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00029186-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5307.30.15.0000.0000.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	POLICE TRAFFIC 850 VIRGINIA STREET DELIVERIES: 8:30AM - 2:30PM MOBILE, AL 36604 JOHN.ANGLE@CITYOFMOBILE.ORG Delivery Reference LT. ANGLE/SELENA SMITH Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 2ND FLOOR SOUTH TOWER ROOM MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/25	290980				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER STATE OF ALABAMA CONTRACT #MA230000064209. ATTN: KYLE PIPPIN kpippin@danasafetysupply.com 404-374-0872			
001	MOUNTS MDT, PMT Precision - GAMBER JOHNSON Dock 7300-0605-16 for CF 40. PROVIDING: 7300-0065-16	20.00 EACH	1286.49000	25729.80
	1 5307.30.15.0000.0000.1530.0000.0000.47020. E G-DOJJAG24.EQUIPUND5K. .			25729.80
	Ship To POLICE TRAFFIC 850 VIRGINIA STREET DELIVERIES: 8:30AM - 2:30PM MOBILE, AL 36604 Delivery Reference LT. ANGLE/SELENA SMITH Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 2ND FLOOR SOUTH TOWER ROOM MOBILE, AL 36644			

Bill To	Requisition 00029186-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5307.30.15.0000.0000.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
DANA SAFETY SUPPLY INC	POLICE TRAFFIC
4809 KOGER BLVD	850 VIRGINIA STREET
	DELIVERIES: 8:30AM - 2:30PM
	MOBILE, AL 36604
GREENSBORO, NC 27407	JOHN.ANGLE@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	LT. ANGLE/SELENA SMITH
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	2ND FLOOR SOUTH TOWER ROOM
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/25	290980				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
002	GJ SHORT CLEVIS 45 Deg TILT/SWIVEL MOTION 7160-0775 PROVIDING: 7160-0775	20.00 EACH	68.97000	1379.40
	1 5307.30.15.0000.0000.1530.0000.0000.47020. E G-DOJJAG24.EQUIPUND5K. .			1379.40
	Ship To POLICE TRAFFIC 850 VIRGINIA STREET DELIVERIES: 8:30AM - 2:30PM MOBILE, AL 36604 Delivery Reference LT. ANGLE/SELENA SMITH			
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 2ND FLOOR SOUTH TOWER ROOM MOBILE, AL 36644			
003	HORIZONTAL SIDE PLATE MISC PMT/GAMBER AS4.5100.023 PROVIDING: AS4.5100.023.	20.00 EACH	26.40000	528.00
	1 5307.30.15.0000.0000.1530.0000.0000.47020. E G-DOJJAG24.EQUIPUND5K. .			528.00

Bill To	Requisition 00029186-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5307.30.15.0000.0000.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
DANA SAFETY SUPPLY INC	POLICE TRAFFIC
4809 KOGER BLVD	850 VIRGINIA STREET
	DELIVERIES: 8:30AM - 2:30PM
	MOBILE, AL 36604
GREENSBORO, NC 27407	JOHN.ANGLE@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	LT. ANGLE/SELENA SMITH
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	2ND FLOOR SOUTH TOWER ROOM
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/25	290980				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE TRAFFIC 850 VIRGINIA STREET DELIVERIES: 8:30AM - 2:30PM MOBILE, AL 36604 Delivery Reference LT. ANGLE/SELENA SMITH Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 2ND FLOOR SOUTH TOWER ROOM MOBILE, AL 36644			
004	QUAD ARM ASSEMBLY MISC PMT/GAMBER HWBAG004. PROVIDING: HWBAG004	20.00 EACH	7.20000	144.00
1	5307.30.15.0000.0000.1530.0000.0000.47020. E G-DOJJAG24.EQUIPUND5K. .			144.00
	Ship To POLICE TRAFFIC 850 VIRGINIA STREET DELIVERIES: 8:30AM - 2:30PM MOBILE, AL 36604 Delivery Reference LT. ANGLE/SELENA SMITH Deliver To			

Bill To	Requisition 00029186-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5307.30.15.0000.0000.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
DANA SAFETY SUPPLY INC	POLICE TRAFFIC
4809 KOGER BLVD	850 VIRGINIA STREET
	DELIVERIES: 8:30AM - 2:30PM
	MOBILE, AL 36604
GREENSBORO, NC 27407	JOHN.ANGLE@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	LT. ANGLE/SELENA SMITH
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	2ND FLOOR SOUTH TOWER ROOM
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/25	290980				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	GRANTS ADMINISTRATION 205 GOVERNMENT STREET 2ND FLOOR SOUTH TOWER ROOM MOBILE, AL 36644			

Requisition Link

Requisition Total 27781.20

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

Account	Amount	Remaining Budget
E G-DOJJAG24.EQUIPUND5K. .	27781.20	14016.21

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

Account	Amount	Remaining Budget
5307.30.15.0000.0000.1530.0000.0000.47020.	27781.20	
JAG GRANTS EXP	EQUIPMENT (LESS THAN $5000)	

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

Activity	Date	Clerk	Comment
CCancelled	09/23/25	ANNE FOLEY	GL Allocation, GL Allocation,
Approved	08/19/25	SHERMEKA TURNER	
Approved	08/19/25	DREANETTA BARNES	Auto approved by: 910514709
Approved	08/19/25	AMBER ADAMS	Auto approved by: 910514709
Approved	08/19/25	TRAVIS MARSHALL	Auto approved by: 910514709
Approved	08/19/25	SHAUNAGYE SIMMS	Auto approved by: 910514709
Approved	08/19/25	SELENA SMITH	Auto approved by: 910514709
Approved	09/24/25	SHERMEKA TURNER	Auto approved by: 910518931
Approved	09/24/25	AMBER ADAMS	
Approved	09/24/25	TRAVIS MARSHALL	Auto approved by: 910518931
Approved	09/24/25	SHAUNAGYE SIMMS	Auto approved by: 910518931

Bill To	Requisition 00029186-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5307.30.15.0000.0000.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
DANA SAFETY SUPPLY INC	POLICE TRAFFIC
4809 KOGER BLVD	850 VIRGINIA STREET
	DELIVERIES: 8:30AM - 2:30PM
	MOBILE, AL 36604
GREENSBORO, NC 27407	JOHN.ANGLE@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	LT. ANGLE/SELENA SMITH
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	2ND FLOOR SOUTH TOWER ROOM
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/25	290980				GRANT MANAGEMENT

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	09/24/25	SELENA SMITH		Auto approved by: 910518931	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	09/24/25	DONALD ROSE		Auto approved by: 9105fola	
	Approved	09/24/25	SANDRA LEWIS		Auto approved by: 9105fola	
	Approved	09/24/25	STEVEN KRONINGER		Auto approved by: 9105fola	
	Approved	09/24/25	SAMANTHA COOLEY		Auto approved by: 9105fola	
	Approved	09/24/25	ANNE FOLEY			
	Approved	09/24/25	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Statewide Emergency Lighting - Dana Safety

Type
Master Agreement

Supplier
Dana Safety Supply, Inc

Contract Code
MA230000004209

Linked Solicitation
Emergency Lighting, Consoles, Guards & Vaults Bid

Sourcing Number
SRC0000016881

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@purchasing.alabama.gov	334-242-7173

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Mark	Sevigny	bids@danasafetysupply.com	813-348-4866

1 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/7/2023

End Date
9/6/2026

Documents

- Master_Agreement_V1.pdf
- State of Alabama Emergency Lighting Contract Executive Summary.pdf

Items

Item Name	Product Code		UOM
Code 3 Emergency Lighting	1	0.00	USD
Code 3 Emergency Lighting	2	68.75	Hour
Code 3 Emergency Lighting Shop Supplies	3	0.00	USD
Feniex Emergency Lighting	7	0.00	USD
Feniex Emergency Lighting Labor Rate	8	68.75	Hour
Feniex Lighting Shop Supplies	9	0.00	USD
Go-Rhino Emergency Lighting	10	0.00	USD
Go-Rhino Emergency Lighting Labor Rate	11	68.75	Hour
Go-Rhino Lighting Shop Supplies	12	0.00	USD
Havis Emergency Lighting	13	0.00	USD
Havis Emergency Lighting Labor Rate	14	68.75	Hour
Havis Lighting Shop Supplies	15	0.00	USD
Pro-Gard Emergency Lighting	16	0.00	USD
Pro-Gard Emergency Lighting Labor Rate	17	68.75	Hour
Pro-Gard Lighting Shop Supplies	18	0.00	USD
Soundoff Signal Emergency Lighting	19	0.00	USD
Soundoff Signal Lighting Labor Rate	20	68.75	Hour
Soundoff Signal Lighting Shop Supplies	21	0.00	USD
Star Signal Emergency Lighting	22	0.00	USD

Item Name	Product Code		UOM
Star Signal Lighting Labor Rate	23	68.75	Hour
Star Signal Lighting Shop Supplies	24	0.00	USD
Gamber Johnson Products	31	0.00	USD
Gamber Johnson Labor Rate	32	68.75	Hour
Gamber Johnson Shop Supplies	33	0.00	USD
Westin Products	34	0.00	USD
Westin Labor Rate	35	68.75	Hour
Westin Shop Supplies	36	0.00	USD
Jotto Desk Products	37	0.00	USD
Jotto Desk Labor Rate	38	68.75	Hour
Jotto Desk Shop Supplies	39	0.00	USD
Shipping/Freight	43	0.00	USD

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: September 30, 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 Dozers.com LLC for one SANY SSR120HT compaction roller for Public Services.

Amount of Contract:
$116,402.00

Funding Source
General fund.

ATTACHMENTS:
1. 20250925 Dozers Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 30 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 Dozers.com LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Dozers.com LLC for one SANY SSR120HT compaction roller for Public Services.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $116,402.00

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 5988

How many bidders received bid packages (if applicable): 16 + web

How many bidders submitted bids (if applicable): 4

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
23766	2025	(F7000) MOTOR POOL	SANY SSR 120HT COMPACTION ROLLER FOR PUBLIC SERVICES (SEALED BID 5988)	$116,402.00	(299683) DOZERS.COM LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00023766-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
DOZERS.COM LLC	MOTOR POOL - ATTN: ADAM LYNN
523 US HWY 280 E	770 GAYLE STREET
	MOBILE, AL 36604
AMERICUS, GA 31709	AGEET@CITYOFMOBILE.ORG
Tel#229-924-0035	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
07/02/25	299683				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	SD75 ROLLER/COMPACTOR AS FOLLOWS: EQUIPPED WITH ROPS CAB W/AIR CONDITIONER, HEATER; SMOOTH DRUM INSTALLATION; PAD FOOT SHELL; LUB TIRES W/BALLAST; VANDALISM COVER; WORK LIGHTS; INSIDE SCRAPER; ROLLER WEIGHT TO BE 26,103 LBS. VENDOR TO PROVIDE SANY SSR120HT-CAB. AS PER CITY OF MOBILE BID #5988 AND YOUR QUOTE Additional Description Notes --- SD75 ROLLER/COMPACTOR AS FOLLOWS: EQUIPPED WITH ROPS CAB W/AIR CONDITIONER, HEATER; SMOOTH DRUM INSTALLATION; PAD FOOT SHELL; LUB TIRES W/BALLAST; VANDALISM COVER; WORK LIGHTS; INSIDE SCRAPER; SPECS ATTACHED AS REQUESTED BY: 2086-PSM 1 2000.80.00.0000.0000.0000.0000.0000.47010. E E0154 .CAPEQUIPMT. .	1.00 EACH	116402.00000	116402.00 116402.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Bill To	Requisition 00023766-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
DOZERS.COM LLC	MOTOR POOL - ATTN: ADAM LYNN
523 US HWY 280 E	770 GAYLE STREET
	MOBILE, AL 36604
AMERICUS, GA 31709	AGEET@CITYOFMOBILE.ORG
Tel#229-924-0035	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
07/02/25	299683				MOTOR POOL

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

Requisition Link

Requisition Total 116402.00

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

Account			Amount	Remaining Budget
E E0154	.CAPEQUIPMT.	.	116402.00	45011.04

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	116402.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	09/24/25	JOHN PAINE	GL Allocation changed
Approved	04/29/25	SHONNDA SMITH	
Approved	04/29/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	05/12/25	SHONNDA SMITH	
Approved	05/12/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/02/25	SHONNDA SMITH	
Approved	07/02/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	09/24/25	SHONNDA SMITH	
Approved	09/24/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	04/30/25	BRENDA RHODES	
Approved	04/30/25	TIFFANY HOLLINS	Auto approved by: 910511034

Bill To	Requisition 00023766-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
DOZERS.COM LLC	MOTOR POOL - ATTN: ADAM LYNN
523 US HWY 280 E	770 GAYLE STREET
	MOBILE, AL 36604
AMERICUS, GA 31709	AGEET@CITYOFMOBILE.ORG
Tel#229-924-0035	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
07/02/25	299683				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/30/25	RELYA MALLORY		Auto approved by: 910511034	
	Approved	05/12/25	BRENDA RHODES			
	Approved	05/12/25	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	05/12/25	RELYA MALLORY		Auto approved by: 910511034	
	Approved	07/03/25	BRENDA RHODES			
	Approved	07/03/25	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	07/03/25	RELYA MALLORY		Auto approved by: 910511034	
	Approved	09/25/25	BRENDA RHODES			
	Approved	09/25/25	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	09/25/25	RELYA MALLORY		Auto approved by: 910511034	
	Rejected	05/01/25	JOHN PAINE		see email being sent shortly	
	Rejected	05/13/25	JOHN PAINE		reject per d to change fundi	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	09/25/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	09/25/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	09/25/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	09/25/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	09/25/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	09/25/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5988
SOIL COMPACTOR/ROLLER SINGLE DRUM ROLLER

PERRY BROTHERS	$116,402.00 Sany SSR 120HT-Cab
COWIN EQUIPMENT	$134,156.27 Volvo SD75B
PITTMAN TRACTOR	$138,403.00 Dynapac CA1500D
TRACTOR EQUIPMENT	$143,000.00 Hamm MC70I

MOBILE
ALABAMA

ADDENDUM

September 16, 2025

RE: CITY OF MOBILE BID #5987 FOR TRACKED BULLDOZER AND CITY OF MOBILE BID #5988 FOR SOIL COMPACTOR/ROLLER SINGLE DRUM ROLLER

Please consider this to be Addendum to City of Mobile Bid #5987 for Tracked Bulldozer and City of Mobile Bid #5988 for Soil Compactor/Roller Single Drum Roller.

Add to specifications for both bids listed above:

> Warranty: Standard Manufacturer Warranty to be 36 months or 6000 hours, whichever comes first.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile

JP/lw

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

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 deliverd F.O.B. Mobile to:
09/05/2025	5988	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 19, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-2	**SOIL COMPACTOR/ROLLER SINGLE DRUM ROLLER** Spoil Compactor/Roller, Single Drum Roller as per the following and attached specifications. Make_____ Model_____ Vendor to provide literature and specifications on product bid. Quote delivered pricing FOB Mobile. Upon award the City will purchase one (1) soil compactor/roller. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery. Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training.					
			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 _____

Email Address _____

Firm Name _____

Signature _____

Type or Print Name _____

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

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 Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	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.					
	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 Page 3 of 3for 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.					
	Page 2 of 3					
				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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Price to be firm for a six (6) month period from date of award. **TO BE AWARDED ALL OR NONE.**					
				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.

Single Drum Roller Specifications

Current year model or new latest year end production model Vibratory Smooth Drum Roller, meeting the following specifications, in accordance with manufacturer's standard published specifications:

ENGINE: Diesel, 99 H.P., 12 or 24 volt electrical equipment. Unit shall also be equipped with a reversible fan.

STEERING: Hydrostatic with steering wheel.

TRANSMISSION: Hydrostatic drive, single lever control for speed and direction. Unit shall also be equipped with traction enhancement.

Rear Drive: Tires shall be 14.9-24 R3 6 PR diamond tread tires

Brakes: Brakes Shall be hydrstatic style with speing applied parking brake.

DRUM: Single Smooth drum at least 48 inches in diameter and 66 inches in width with drum thickness least .87 inches. Must have at least two amplitude settings with maximum centrifical force of at least 30,500 lbs. High frequency to be at least 2025 (VPM). Unit shall have the capacity to accept a bolt on padfoot Shell kit.

OPERATOR'S STAION: Unit shall be equipped with an enclosed cab with an air conditioner and heater, Seat with seat belt and radio. All other standard equipment, gauges, etc.

Operating Weight: 15,800 or greater.

Other Equipment: , tachometer, oil pressure gauge or light, water temperature gauge, backup alarm, LED working lights, 2 amber LED strobe lights on top, and all other standard equipment.

Factory Warranty: Standard Manufacturer Machine warranty for a min of 12 months or 2500 hours that includes a lifetime frame warranty.

Must have parts and service within 75 miles of delivery point.

Vendor to furnish two (2) sets of parts books, service manuals, technical manuals and operators' manuals with each unit.

Must have three (3) sets of keys. Delivery date may be a factor in making award.

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 30, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Long Lewis Ford of the Shoals, Inc for 2025 Ford Bronco Sport 4X4 SUV for Events Department

Amount of Contract:
$39,278.00

Funding Source
General fund.

ATTACHMENTS:
1. 20250923 Long Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 30 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 Long Lewis Ford of the Shoals, Inc.

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Long Lewis Ford of the Shoals, Inc for 2025 Ford Bronco Sport 4X4 SUV for Events Department
General fund.

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $39,278.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL state contract

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
27354	2025	(F7000) MOTOR POOL	2025 FORD BRONCO SPORT 4X4 SUV FOR EVENTS DEPARTMENT (AL STATE CONTRACT)	$39,278.00	(290649) LONG LEWIS FORD OF THE SHOALS, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00027354-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC	MOTOR POOL - ATTN: ADAM LYNN
2800 WOODWARD AVE	770 GAYLE STREET
	MOBILE, AL 36604
MUSCLE SHOALS, AL 35661	AGEET@CITYOFMOBILE.ORG
Tel#256-386-7800	Delivery Reference
Fax 256-263-4613	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
07/14/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER BRONCO SPORT 4x4 BADLANDS AS FOLLOWS: 400A 2.0L ECOBOOST W/AUTO START-STOP TECHNOLOGY, ADVANCED 4x4, OFF-ROAD SUSPENSION, SELECTSHIFT,W/PADDLE SHIFTERS,TWIN CLUTCH REAR DRIVE UNIT,GVWR 4,630 LBS, 250HP 2.0L DOHC 16 VALVE INTERCOOLED TURBO I-4 ENGINE WITH/VARIABLE VALVE CONTROL, GASOLINE DIRECT INJECTION, DRIVER SELECTABLE MODE, 8 SPEED AUTOMATIC TRANSMISSION W/OVERDRIVE, FMRONT TOW HOOK, PAINTED SHADOW BLACK ROOF, ROOF RACK SIDE RAILS (BLACK), 110V/400W AC POWER OUTLET, RUBBERIZED FLOOR, UNIQUE FLOOR MATS, FRONT/REAR W/LOGO, PART AND FULL-TIME LIMITED SLIP DIFFERENTIAL, CLASS II TRAILER TOW PACKAGE W/TRAILER WAY CONTROL, FUEL ECONOMY CITY: 21MPG/HIGHWAY:26 MPG, ALL TERRAIN TIRES, WHEELS 17" CARBONIZED GRAY-PAINTED ALUMINUM, DRIVERS/PASSENGER SEATS-UNIQUE CLOTH HEATED SPORT CONTOUR BUCKET SEATS-INCLUDES EASY TO CLEAN CLOTH, 8-WAY POWER DRIVER'S SEAT (FORE/AFT, UP/DOWN, RECLINE, LUMBAR) AND 6-WAY MANUAL PASSENGER	1.00 EACH	38540.00000	38540.00

Bill To	Requisition 00027354-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC	MOTOR POOL - ATTN: ADAM LYNN
2800 WOODWARD AVE	770 GAYLE STREET
	MOBILE, AL 36604
MUSCLE SHOALS, AL 35661	AGEET@CITYOFMOBILE.ORG
Tel#256-386-7800	Delivery Reference
Fax 256-263-4613	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
07/14/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	(FORE/AFT, UP/DOWN WITH MANUAL RECLINE) 2ND ROW RUBBERIZED SEAT BACKS, POWER WINDOWS/DOORS LOCKS/LED HEADLAMPS, RADIO: AM/FM STEREO INCLUDES 6 SPEAKERS AND SPEED-COMPENSATED VOLUME-SIRIUS XM RADIO & SYNC3, 105" WB, FRONT 180-DEGREE CAMERA W/SPLIT VIEW, KEYLESS ENTRY PAD, TERRAIN MANAGEMENT SYSTEM W/G.O.A.T MODES, FORD CO-PILOT360 ASSIST 2.0 FRONT & REAR FLOOR LINERS HD RUBBER 50C CARGO MAT-HEAVY DUTY MAT PRE-INSTALLED 51B FRONT & REAR SPLASH GUARDS 63B DAYTIME RUNNING LAMPS 942 AS PER STATE OF ALABAMA CONTRACT T-191 MA22000003123 LINE 2			
	Additional Description Notes			

	2025 OR NEWER BRONCO SPORT 4x4 BADLANDS AS FOLLOWS: 400A 2.0L ECOBOOST W/AUTO START-STOP TECHNOLOGY, ADVANCED 4x4, OFF-ROAD SUSPENSION, SELECTSHIFT,W/PADDLE SHIFTERS,TWIN CLUTCH REAR DRIVE UNIT,GVWR 4,630 LBS, 250HP 2.0L DOHC 16 VALVE INTERCOOLED TURBO I-4 ENGINE WITH/VARIABLE VALVE CONTROL, GASOLINE DIRECT INJECTION, DRIVER SELECTABLE MODE, 8 SPEED AUTOMATIC TRANSMISSION W/OVERDRIVE, FMRONT TOW HOOK, PAINTED SHADOW BLACK ROOF, ROOF RACK SIDE RAILS (BLACK), 110V/400W AC POWER OUTLET,RUBBERIZED FLOOR, UNIQUE FLOOR MATS, FRONT/REAR W/LOGO, PART AND FULL-TIME LIMITED SLIP DIFFERENTIAL, CLASS II TRAILER TOW PACKAGE W/TRAILER WAY CONTROL, FUEL ECONOMY CITY: 21MPG/HIGHWAY:26 MPG, ALL TERRAIN TIRES, WHEELS 17" CARBONIZED GRAY-PAINTED ALUMINUM, DRIVERS/PASSENGER SEATS-UNIQUE			

Bill To	Requisition 00027354-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.20.20.4010.4010.2005.0000.0000.45040. Review: Buyer: Status: Released Page 3

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	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
07/14/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	CLOTH HEATED SPORT CONTOUR BUCKET SEATS-INCLUDES EASY TO CLEAN CLOTH, 8-WAY POWER DRIVER'S SEAT (FORE/AFT, UP/DOWN, RECLINE,LUMBAR) AND 6-WAY MANUAL PASSENGER (FORE/AFT, UP/DOWN WITH MANUAL RECLINE) 2ND ROW RUBBERIZED SEAT BACKS, POWER WINDOWS/DOORS LOCKS/LED HEADLAMPS, RADIO: AM/FM STEREO INCLUDES 6 SPEAKERS AND SPEED-COMPENSATED VOLUME-SIRIUS XM RADIO & SYNC3, 105" WB, FRONT 180-DEGREE CAMERA W/SPLIT VIEW, KEYLESS ENTRY PAD, TERRAIN MANAGEMENT SYSTEM W/G.O.A.T MODES, FORD CO-PILOT360 ASSIST 2.0 OPTIONAL BADLANDS TECH PACK 400A: B&O SOUND SYSTEM BY BANG & OLUFSEN, 10 SPEAKER AND SUBWOOFER, CONNECTED NAVIGATION W/1 YEAR SUB. INCLUDED, PINCH TO ZOOM CAPABILITY, LIVE TRAFFIC, PREDICTIVE DESTINATIONS AND ROUTE GUIDANCE, AND ONE BOX SEARCH, LHD RADIO, NOISE REDUCTION MODULE. SASQUATCH BADLANDS PACKAGE-850W ENGINE COOLING FAN, AUX SWITCHES AND WIRING, BRUSH GUARD, FENDER TIE DOWN, HOSS 3.0 OFF-ROAD SUSPENSION W/REAR BLISTEIN, HIGH CLEARANCE FENDER FLARES, REAR BUMPER BLACK MOLDED IN COLOR W/STEEL PLATES, RECOVERY HOOKS, SEATS-DOVE GRAY INSERTS W/ORCHID YELLOW ACCENTS & STITCHING, 17" EBONY BLACK PAINTED ALUMINUM WHEELS, ALL TERRAIN TIRES, DELETES OVERHEAD CONSOLE W/SUNGLASSES STORAGE. FRONT & REAR FLOOR LINERS HD RUBBER CARGO MAT-HEAVY DUTY MAT PRE-INSTALLED FRONT & REAR SPLASH GUARDS DAYTIME RUNNING LAMPS AS REQUESTED BY 4010-EVENTS			
1	1000.20.20.4010.4010.2005.0000.0000.45040.			38540.00

Bill To	Requisition 00027354-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.20.20.4010.4010.2005.0000.0000.45040.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Released Page 4

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC	MOTOR POOL - ATTN: ADAM LYNN
2800 WOODWARD AVE	770 GAYLE STREET
	MOBILE, AL 36604
MUSCLE SHOALS, AL 35661	AGEET@CITYOFMOBILE.ORG
Tel#256-386-7800	Delivery Reference
Fax 256-263-4613	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
07/14/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
002	FREIGHT	369.00 EACH	2.00000	738.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.20.20.4010.4010.2005.0000.0000.45040.			738.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET			

Bill To	Requisition 00027354-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 5

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC	MOTOR POOL - ATTN: ADAM LYNN
2800 WOODWARD AVE	770 GAYLE STREET
	MOBILE, AL 36604
MUSCLE SHOALS, AL 35661	AGEET@CITYOFMOBILE.ORG
Tel#256-386-7800	Delivery Reference
Fax 256-263-4613	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
07/14/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			

Requisition Link

Requisition Total 39278.00

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

Account	Amount	Remaining Budget
1000.20.20.4010.4010.2005.0000.0000.45040.	39278.00	11503.56

EVENTS EXP FLEET VEHICLES

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

Activity	Date	Clerk	Comment
CCancelled	09/23/25	JOHN PAINE	GL Allocation changed
Approved	07/15/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/15/25	SHONNDA SMITH	
Approved	07/15/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	09/24/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	09/24/25	SHONNDA SMITH	
Approved	09/24/25	CHERI BOUCHER	Auto approved by: 910518244
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Queued	09/24/25	DONALD ROSE	Automatic Forward to 9105paij
Queued	09/24/25	SANDRA LEWIS	Automatic Forward to 9105paij
Queued	09/24/25	STEVEN KRONINGER	Automatic Forward to 9105paij
Queued	09/24/25	SAMANTHA COOLEY	Automatic Forward to 9105paij
Queued	09/24/25	ANNE FOLEY	Automatic Forward to 9105paij
Queued	09/24/25	JOHN PAINE	Automatic Forward to 9105paij

Authorized By: _____ Date: _____

Bill To	Requisition 00027354-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 6

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC	MOTOR POOL - ATTN: ADAM LYNN
2800 WOODWARD AVE	770 GAYLE STREET
	MOBILE, AL 36604
MUSCLE SHOALS, AL 35661	AGEET@CITYOFMOBILE.ORG
Tel#256-386-7800	Delivery Reference
Fax 256-263-4613	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
07/14/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Signature

Contract Header

Contract
Ford Fleet T191 Long Lewis Shoals

Type
Master Agreement

Supplier
Long-Lewis Of The Shoals Inc

Contract Code
MA220000003123

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229

2 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/14/2022

End Date
6/14/2026

Documents

- Master_Agreement_V1.pdf
- 2023 Order Bank Opening Updates.pdf
- Master_Agreement_V1 (7).pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ford 2023 Order Bank Opening Updates.pdf
- MA220000003123_Long_Lewis_of_the_Shoals_T191_V1.pdf

Items

Item Name	Product Code		UOM
Ford Escape	220000003123-1	31,289.50	Each
Ford Bronco Sport	220000003123-2	37,945.50	Each

Item Name	Product Code		UOM
Ford Edge	220000003123-4	34,658.50	Each
Ford Expedition	220000003123-5	49,920.50	Each
Ford Transit Passenger 15 Van	220000003123-9	53,880.50	Each
Ford Transit Cargo Van	220000003123-11	45,998.50	Each
Optional Equipment	220000003123-36	0.00	USD
Vehicle Delivery	220000003123-37	0.00	USD

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: September 30, 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 Primary Arms LLC for body armor for MPD SWAT.

Amount of Contract:
$33,126.80

Funding Source
US DOJ Justice Assistance Grant

ATTACHMENTS:
1. 20250925 Primary Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 30 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 Primary Arms LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Primary Arms LLC for body armor for MPD SWAT.
US DOJ Justice Assistance Grant

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $33,126.80

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5981

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

How many bidders submitted bids (if applicable): _____

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
28175	2025	(2590) GRANT MANAGEMENT	BODY ARMOR FOR MPD SWAT (SEALED BID 5981)	$33,126.80	(298706) PRIMARY ARMS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00028175-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5307.30.15.0000.0000.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Released Page 1

Vendor	Ship To
PRIMARY ARMS LLC 3219 SOUTH SAM HOUSTON PARKWAY HOUSTON, TX 77047 Tel#713-570-0499	POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 PAYNEM@CITYOFMOBILE.ORG Delivery Reference LT. SCOTT HANKS/MARTHA BARTON Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 2ND FLOOR SOUTH TOWER ROOM MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	298706				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ----------			
	AS PER BID 5981			
001	Carrier Base - (size Large) - Ranger Green Plate Carrier Base must consist of Front Plate and Rear Plate bag with the following features: Front Plate Bag: •Strap hardware can be swapped to desired side •Includes 1 mini-Cobra buckle •Includes 1 welded steel ring •Full width chest administration pouch that also fits a Kangaroo Insert-Half Pocket •Hidden G-Hook front flaps attachment points for front flaps •Laser cut laminate MOLLE on chest with Velcro •Vertical laser cut slots allows accessory attachment •Velcro comm routing loops -Loop Velcro for cummerbund attachment •Accommodates multiple plate dimensions with 4-way stretch woven plate pocket •Velcro plate pocket closure Rear Plate Bag: •Laser cut laminate MOLLE •Side zippers for	20.00 EACH	225.41000	4508.20

Bill To	Requisition 00028175-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5307.30.15.0000.0000.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
PRIMARY ARMS LLC	POLICE SPECIAL OPERATIONS
3219 SOUTH SAM HOUSTON PARKWAY	4851 MUSEUM DRIVE
	MOBILE, AL 36608
HOUSTON, TX 77047	PAYNEM@CITYOFMOBILE.ORG
Tel#713-570-0499	Delivery Reference
	LT. SCOTT HANKS/MARTHA BARTON
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	2ND FLOOR SOUTH TOWER ROOM
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	298706				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Back Panels •Velcro cummerbund attachment under cummerbund flap •Elastic comm routing loops •Accommodates multiple plate dimensions with 4-way stretch woven plate pocket •Velcro plate pocket closure •Base only •Compatible with all plate carrier accessories and components •Mission adaptable •Made from 500D cordura and 500D Laminate •Made in the USA •Weight: Large - 15.8 OZ NO SUBSTITUTIONS			
1	5307.30.15.0000.0000.1530.0000.0000.47020. E G-DOJJAG24.EQUIPUND5K. .			4508.20

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608
Delivery Reference
LT. SCOTT HANKS/MARTHA BARTON

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
2ND FLOOR SOUTH TOWER ROOM
MOBILE, AL 36644

Bill To	Requisition 00028175-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5307.30.15.0000.0000.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
PRIMARY ARMS LLC	POLICE SPECIAL OPERATIONS
3219 SOUTH SAM HOUSTON PARKWAY	4851 MUSEUM DRIVE
	MOBILE, AL 36608
HOUSTON, TX 77047	PAYNEM@CITYOFMOBILE.ORG
Tel#713-570-0499	Delivery Reference
	LT. SCOTT HANKS/MARTHA BARTON
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	2ND FLOOR SOUTH TOWER ROOM
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	298706				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
002	3" Assault Cummerbund - (size Large) Ranger Green •Rigid design for stability and weight distribution •Must not reflect under IR light/NOD •Must have hidden stretch section that automatically adjusts with body movement •Compatible with vests utilizing loop Velcro •MOLLE/PALS webbing compatible •Velcro inside allows for quick don/doff of armor pockets •D handles on front for easy don/doff •3” height •Mission adaptable •Include both sides •Made in USA •Berry Compliant NO SUBSTITUTIONS	20.00 EACH	100.55000	2011.00
1	5307.30.15.0000.0000.1530.0000.0000.47020. E G-DOJJAG24.EQUIPUND5K. .			2011.00

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608
Delivery Reference
LT. SCOTT HANKS/MARTHA BARTON

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
2ND FLOOR SOUTH TOWER ROOM

Bill To	Requisition 00028175-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5307.30.15.0000.0000.1530.0000.0000.47020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910520704
	Status: Released Page 4

Vendor
PRIMARY ARMS LLC
3219 SOUTH SAM HOUSTON PARKWAY

HOUSTON, TX 77047

Tel#713-570-0499

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608
PAYNEM@CITYOFMOBILE.ORG

Delivery Reference
LT. SCOTT HANKS/MARTHA BARTON

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
2ND FLOOR SOUTH TOWER ROOM
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	298706				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36644			
003	3AC Soft Side Armor - (size Large) Ranger Green •Compatible with 3" Assault Cummerbund and front and rear Plate Bag •Attachment via hook and loop •Allow Offset mounting •Sold as a set •Include Level IIIa Soft Armor included •Full Coverage •Supportive design that shifts weight off the shoulders •Made in USA •Must correspond with 3 "Assault cummerbund sizes NO SUBSTITUTIONS	20.00 EACH	258.56000	5171.20
1	5307.30.15.0000.0000.1530.0000.0000.47020. E G-DOJJAG24.EQUIPUND5K. .			5171.20

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608
Delivery Reference
LT. SCOTT HANKS/MARTHA BARTON

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
2ND FLOOR SOUTH TOWER ROOM

Bill To	Requisition 00028175-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5307.30.15.0000.0000.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Released Page 5

Vendor	Ship To
PRIMARY ARMS LLC	POLICE SPECIAL OPERATIONS
3219 SOUTH SAM HOUSTON PARKWAY	4851 MUSEUM DRIVE
	MOBILE, AL 36608
HOUSTON, TX 77047	PAYNEM@CITYOFMOBILE.ORG
Tel#713-570-0499	Delivery Reference LT. SCOTT HANKS/MARTHA BARTON
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 2ND FLOOR SOUTH TOWER ROOM MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	298706				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36644			
004	Back Panel (Double Pouch) - Ranger Green Must add substantial carry ability by providing two large stacked general-purpose pockets. Full width zippers allow easy access and navigation of contents with or without gloves. Both top and bottom pouches are partially lined with loop Velcro for optional organizational solutions. •Full width zipper closure •Inner zipper pocket located in top pocket. (Pocket Inception) •Both pockets must be partially lined with a Velcro loop for optional organization. •Loop Velcro panel on top pocket for Identification patches •Elastic comm routing loops on sides •Side Zippers for attachment to the plate carrier base •Can be installed on MOLLE compatible carriers with a MOLLE Zipper Kit •Weight: 6.66 OZ NO SUBSTITUTIONS	20.00 EACH	121.82000	2436.40
1	5307.30.15.0000.0000.1530.0000.0000.47020. E G-DOJJAG24.EQUIPUND5K. .			66.64

Bill To	Requisition 00028175-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5307.30.15.0000.0000.1530.0000.0000.47020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910520704
	Status: Released Page 6

Vendor
PRIMARY ARMS LLC
3219 SOUTH SAM HOUSTON PARKWAY

HOUSTON, TX 77047

Tel#713-570-0499

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608
PAYNEM@CITYOFMOBILE.ORG

Delivery Reference
LT. SCOTT HANKS/MARTHA BARTON

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
2ND FLOOR SOUTH TOWER ROOM
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	298706				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
2	1000.30.15.1530.1530.1530.0000.0000.44020.			2369.76

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608
Delivery Reference
LT. SCOTT HANKS/MARTHA BARTON

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
2ND FLOOR SOUTH TOWER ROOM
MOBILE, AL 36644

005	Back Panel Molle - Ranger Green •Secure attachment points with zippers and tuck tabs •Laser cut with precision out of lightweight thermoplastic •Six rows and five columns of MOLLE •Side Zippers for attachment to the plate carrier base •Can be installed on MOLLE compatible carriers with the MOLLE Zipper Kit •Weight: 4.5 oz •Made in USA NO SUBSTITUTIONS	20.00 EACH	23.20000	464.00

1	5307.30.15.0000.0000.1530.0000.0000.47020. E G-DOJJAG24.EQUIPUND5K. .	464.00

Bill To	Requisition 00028175-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5307.30.15.0000.0000.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Released Page 7

Vendor	Ship To
PRIMARY ARMS LLC	POLICE SPECIAL OPERATIONS
3219 SOUTH SAM HOUSTON PARKWAY	4851 MUSEUM DRIVE
	MOBILE, AL 36608
HOUSTON, TX 77047	PAYNEM@CITYOFMOBILE.ORG
Tel#713-570-0499	Delivery Reference
	LT. SCOTT HANKS/MARTHA BARTON
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	2ND FLOOR SOUTH TOWER ROOM
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	298706				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference LT. SCOTT HANKS/MARTHA BARTON Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 2ND FLOOR SOUTH TOWER ROOM MOBILE, AL 36644			
006	First Spear Tubes buckle Kit - Black •Genuine 2" First Spear Tubes® •Sold as a pair •Compatible with the 3” Assault Cummerbund only •Constructed with laser cut thermoplastic •Does not reflect under IR light/NOD •No modification required to 3" Assault Cummerbund •Easy don/doff of plate carrier •No loss of MOLLE on cummerbund •Made in USA NO SUBSTITUTIONS	20.00 EACH	59.67000	1193.40
1	5307.30.15.0000.0000.1530.0000.0000.47020. E G-DOJJAG24.EQUIPUND5K. .			1193.40

Bill To	Requisition 00028175-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5307.30.15.0000.0000.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Released Page 8

Vendor	Ship To
PRIMARY ARMS LLC	POLICE SPECIAL OPERATIONS
3219 SOUTH SAM HOUSTON PARKWAY	4851 MUSEUM DRIVE
	MOBILE, AL 36608
HOUSTON, TX 77047	PAYNEM@CITYOFMOBILE.ORG
Tel#713-570-0499	Delivery Reference
	LT. SCOTT HANKS/MARTHA BARTON
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	2ND FLOOR SOUTH TOWER ROOM
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	298706				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference LT. SCOTT HANKS/MARTHA BARTON Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 2ND FLOOR SOUTH TOWER ROOM MOBILE, AL 36644			
007	Tear Front Flap - Ranger Green •Must carry 3 AR magazines •Must have retention bungees and the S&S Pull tabs that are removable •Must work a wide range of carriers •This system must offer mission flexibility allowing rapid attach/detach of the front flaps using the G Hooks and Velcro. •Fits magazines for 5.56x45 / .223 / 7.62x39 •Berry Compliant •Made In USA NO SUBSTITUTIONS	20.00 EACH	51.38000	1027.60
1	5307.30.15.0000.0000.1530.0000.0000.47020. E G-DOJJAG24.EQUIPUND5K. .			1027.60

Bill To	Requisition 00028175-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5307.30.15.0000.0000.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Released Page 9

Vendor	Ship To
PRIMARY ARMS LLC	POLICE SPECIAL OPERATIONS
3219 SOUTH SAM HOUSTON PARKWAY	4851 MUSEUM DRIVE
	MOBILE, AL 36608
HOUSTON, TX 77047	PAYNEM@CITYOFMOBILE.ORG
Tel#713-570-0499	Delivery Reference
	LT. SCOTT HANKS/MARTHA BARTON
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	2ND FLOOR SOUTH TOWER ROOM
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	298706				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference LT. SCOTT HANKS/MARTHA BARTON Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 2ND FLOOR SOUTH TOWER ROOM MOBILE, AL 36644			
008	Mini Dangler pouch - Ranger Green •Dimensions are 9" x 3.75" x 2" •Have a large zipper opening with dual zipper pulls allows quick and easy access to contents •Made in the USA NO SUBSTITUTIONS	20.00 EACH	44.20000	884.00
1	5307.30.15.0000.0000.1530.0000.0000.47020. E G-DOJJAG24.EQUIPUND5K. .			884.00

Bill To	Requisition 00028175-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5307.30.15.0000.0000.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Released Page 10

Vendor
PRIMARY ARMS LLC
3219 SOUTH SAM HOUSTON PARKWAY

HOUSTON, TX 77047

Tel#713-570-0499

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608
PAYNEM@CITYOFMOBILE.ORG

Delivery Reference
LT. SCOTT HANKS/MARTHA BARTON

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
2ND FLOOR SOUTH TOWER ROOM
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	298706				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference LT. SCOTT HANKS/MARTHA BARTON Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 2ND FLOOR SOUTH TOWER ROOM MOBILE, AL 36644			
009	Shoulder Pads (sold as set) - Ranger Green •Fits 2" shoulder straps •Tri fold design with holes to accommodate hydration tubes, cables, and antennas •1/4" of padding provides additional comfort •Mission adaptable •Hook Velcro for anti slide on shoulder strap •8" in length •Includes both sides •Made in the USA •Weight: 2.20 OZ NO SUBSTITUTIONS	20.00 EACH	39.78000	795.60
	1 5307.30.15.0000.0000.1530.0000.0000.47020. E G-DOJJAG24.EQUIPUND5K. .			795.60

Bill To	Requisition 00028175-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5307.30.15.0000.0000.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Released Page 11

Vendor	Ship To
PRIMARY ARMS LLC	POLICE SPECIAL OPERATIONS
3219 SOUTH SAM HOUSTON PARKWAY	4851 MUSEUM DRIVE
	MOBILE, AL 36608
HOUSTON, TX 77047	PAYNEM@CITYOFMOBILE.ORG
Tel#713-570-0499	Delivery Reference LT. SCOTT HANKS/MARTHA BARTON
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 2ND FLOOR SOUTH TOWER ROOM MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	298706				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference LT. SCOTT HANKS/MARTHA BARTON Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 2ND FLOOR SOUTH TOWER ROOM MOBILE, AL 36644			
010	Armor Plate Set, Ceramic Plates Ceramic Composite Level III Special Threat - Large (10.25x13. 25) •SOLD AS A SET OF 2 •NIJ Certified NIJ 0101.06 •10.25” x 13.25” •1.1” thickness •Multicurve •SAPI cut •6 pounds per plate •Multi-Hit •Level III •Stand alone •Ceramic composite •Plus special threat tested •Black fabric covering •Large Carriers •10 year warranty •Made in the USA NO SUBSTITUTIONS	20.00 EACH	731.77000	14635.40
1	5307.30.15.0000.0000.1530.0000.0000.47010. E G-DOJJAG24.CAPEQUIPMT. .			13903.63

Bill To	Requisition 00028175-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5307.30.15.0000.0000.1530.0000.0000.47020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910520704
	Status: Released Page 12

Vendor
PRIMARY ARMS LLC
3219 SOUTH SAM HOUSTON PARKWAY

HOUSTON, TX 77047

Tel#713-570-0499

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608
PAYNEM@CITYOFMOBILE.ORG

Delivery Reference
LT. SCOTT HANKS/MARTHA BARTON

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
2ND FLOOR SOUTH TOWER ROOM
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	298706				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
2	1000.30.15.1530.1530.1530.0000.0000.44020.			731.77

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608
Delivery Reference
LT. SCOTT HANKS/MARTHA BARTON

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
2ND FLOOR SOUTH TOWER ROOM
MOBILE, AL 36644

Requisition Link

Requisition Total 33126.80

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

Account	Amount	Remaining Budget
E G-DOJJAG24.CAPEQUIPMT. .	13903.63	-13868.81
E G-DOJJAG24.EQUIPUND5K. .	16121.64	14016.21

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.44020.	3101.53	1099143.10
POLICE ADMIN SERVICES EXP OPERATING SUPPLIES		
5307.30.15.0000.0000.1530.0000.0000.47010.	13903.63	1099143.10
JAG GRANTS EXP EQUIPMENT (GREATER $5000)		

Bill To	Requisition 00028175-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5307.30.15.0000.0000.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Released Page 13

Vendor	Ship To
PRIMARY ARMS LLC	POLICE SPECIAL OPERATIONS
3219 SOUTH SAM HOUSTON PARKWAY	4851 MUSEUM DRIVE
	MOBILE, AL 36608
HOUSTON, TX 77047	PAYNEM@CITYOFMOBILE.ORG
Tel#713-570-0499	Delivery Reference
	LT. SCOTT HANKS/MARTHA BARTON
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	2ND FLOOR SOUTH TOWER ROOM
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	298706				GRANT MANAGEMENT

Account	Amount	Remaining Budget
5307.30.15.0000.0000.1530.0000.0000.47020.	16121.64	1099143.10
JAG GRANTS EXP	EQUIPMENT (LESS THAN $5000)	

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

Activity	Date	Clerk	Comment
CCancelled	09/12/25	SAMANTHA COOLEY	Requisition item removed chang
CCancelled	09/12/25	SAMANTHA COOLEY	GL Allocation changed
Approved	07/31/25	SHERMEKA TURNER	Auto approved by: 910518931
Approved	07/31/25	DREANETTA BARNES	Auto approved by: 910518931
Approved	07/31/25	AMBER ADAMS	
Approved	07/31/25	TRAVIS MARSHALL	Auto approved by: 910518931
Approved	07/31/25	SHAUNAGYE SIMMS	Auto approved by: 910518931
Approved	07/31/25	SELENA SMITH	Auto approved by: 910518931
Rejected	09/16/25	AMBER ADAMS	overbudget $2369.79
Approved	09/17/25	SHERMEKA TURNER	Auto approved by: 910518931
Approved	09/17/25	AMBER ADAMS	
Approved	09/17/25	TRAVIS MARSHALL	Auto approved by: 910518931
Approved	09/17/25	SHAUNAGYE SIMMS	Auto approved by: 910518931
Approved	09/17/25	SELENA SMITH	Auto approved by: 910518931
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Rejected	09/19/25	SAMANTHA COOLEY	see email
Queued	09/25/25	SHERMEKA TURNER	see email
Queued	09/25/25	AMBER ADAMS	see email
Queued	09/25/25	TRAVIS MARSHALL	see email
Queued	09/25/25	SHAUNAGYE SIMMS	see email
Queued	09/25/25	SELENA SMITH	see email
Pending		DONALD ROSE	see email
Pending		SANDRA LEWIS	see email
Pending		STEVEN KRONINGER	see email
Pending		SAMANTHA COOLEY	see email

Bill To	Requisition 00028175-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5307.30.15.0000.0000.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Released Page 14

Vendor	Ship To
PRIMARY ARMS LLC	POLICE SPECIAL OPERATIONS
3219 SOUTH SAM HOUSTON PARKWAY	4851 MUSEUM DRIVE
	MOBILE, AL 36608
HOUSTON, TX 77047	PAYNEM@CITYOFMOBILE.ORG
Tel#713-570-0499	Delivery Reference
	LT. SCOTT HANKS/MARTHA BARTON
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	2ND FLOOR SOUTH TOWER ROOM
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	298706				GRANT MANAGEMENT

LN	Description / Account		Qty	Unit Price	Net Price
	Pending	ANNE FOLEY		see email	
	Pending	JOHN PAINE		see email	

Authorized By: _____ Date: _____
Signature

BID TABULATION

CITY OF MOBILE — BID NO.: 5981

BALLISTIC ARMOR — DATE: 9/11/2025

POLICE

BID QUANTITIES		GALLS			PRIMARY ARMS LLC			GULF STATES DIST			WALTER CRAIG LLC		
ITEM DESCRIPTION	Qty.	UNIT	BID	TOTAL	UNIT	BID	BID	UNIT	BID	TOTAL	UNIT	BID	TOTAL
Carrier Base - (size Large) - Ranger Green	20	EACH	$ 235.23	$ 4,704.60	EACH	225.41	4508.2		NO BID			NO BID	
3" Assault Cummerbund - (size Large) Ranger Green	20	EACH	$ 102.16	$ 2,043.20	EACH	100.55	2011						
3AC Soft Side Armor - (size Large) Ranger Green	20	EACH	$ 197.46	$ 3,949.20	EACH	258.56	5171.2						
Back Panel (Double Pouch) - Ranger Green	20	EACH	$ 138.22	$ 2,764.40	EACH	121.82	2436.4						
Back Panel Molle - Ranger Green	20	EACH	$ 25.76	$ 514.00	EACH	23.2	464						
First Spear Tubes buckle Kit - Black	20	EACH	$ 57.52	$ 1,150.40	EACH	59.67	1193.4						
Tear Front Flap - Ranger Green	20	EACH	$ 62.13	$ 1,242.60	EACH	51.38	1027.6						
Mini Dangler pouch - Ranger Green	20	EACH	$ 44.64	$ 892.80	EACH	44.2	884						
Shoulder Pads (sold as set) - Ranger Green	20	EACH	$ 44.64	$ 892.80	EACH	39.78	795.6						
Armor Plate Set, Ceramic Plates Ceramic Composite Level III Special Threat - Large (10.25x13.25)	20	EACH	$ 926.25	$ 18,525.00	EACH	731.77	14635.4						
		EACH											
		EACH											
TOTAL			1,834.01	36,679.00		1,656.34	33,126.80		0.00	0.00		0.00	0.00

WINNER: PRIMARY ARMS LLC

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

This is Not an Order

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

Typed by: lw Buyer: 003

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
08/28/2025	5981	Police	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	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents
Appx. 1-30	**BALLISTIC ARMOR** **FCPC V5 BASE SKU: FC-CR-FCPC56-LG-RG** **NO SUBSTITUTIONS** **Specifications:** **Front Plate Bag:** • Strap hardware can be swapped to desired side • Includes 1 mini-Cobra buckle • Includes 1 welded steel ring • Full width chest administration pouch that also fits a Kangaroo Insert-Half Pocket • Hidden G-Hook front flaps attachment points for front flaps • Laser cut laminate MOLLE on chest with Velcro • Vertical laser cut slots allows accessory attachment • Velcro comm routing loops -Loop Velcro for cummerbund attachment • Accommodates multiple plate dimensions with 4-way stretch woven plate pocket • Velcro plate pocket closure **Rear Plate Bag:** • Laser cut laminate MOLLE • Side zippers for Back Panels					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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 Aabama, 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.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

- Velcro cummerbund attachment under cummerbund flap
- Elastic comm routing loops
- Accommodates multiple plate dimensions with 4-way stretch woven plate pocket
- Velcro plate pocket closure
- Base only
- Compatible with all plate carrier accessories and components
- Mission adaptable
- Made from 500D cordura and 500D Laminate
- Made in the USA
- Weight: Large - 15.8 OZ

Make_____Model_____

Appx. 1-30

Ferro Concepts ADAPT 3" Cummerbund SKU: FC-CB-3ACMB1-LG-RG

NO SUBSTITUTIONS

Specifications:

- SIZE LARGE 27" long per side / 9 MOLLE cells per side
- Weight: 8 OZ
- Rigid design for stability and weight distribution
- Hidden stretch section automatically adjusts with body movement
- Compatible with vests utilizing loop Velcro
- MOLLE/PALS webbing compatible
- Velcro inside allows for quick don/doff of armor pockets
- D handles on front for easy don/doff
- 3" height allows for greater mobility
- Mission adaptable
- Includes both sides
- Made in the USA
- Berry Compliant

Make_____Model_____

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.

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.					

Page 3 of 8

Appx. 1-30

3AC Side Soft Armor SKU: FC-AM-3ACSS1-LG-RG

NO SUBSTITUTIONS

Specifications:

- Compatible with 3" Assault Cummerbund and FCPC™.
- Attachment via hook and loop
- Offset mounting allows
- Sold as a set
- Level IIIa Soft Armor included
- Full Coverage
- Supportive design that shifts weight off the shoulders
- Made in USA
- Must correspond with 3" Assault cummerbund sizes

Make_____Model_____

Appx. 1-30

Ferro Concepts Back Panel Double Pouch SKU: FC-BP-DUBLP1-NS-RG

NO SUBSTITUTIONS

Specifications:

- Weight: 6.66 OZ
- Side Zippers for attachment to the FCPC V5
- Elastic comm routing loops on sides
- Loop Velcro panel on top pocket for Identification patches
- Inner zipper pocket located in top pocket
- Full width zipper closure
- Two large general-purpose pockets

Make_____Model_____

TOTAL

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QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Page 4 of 8

Appx. 1-30

Ferro Concepts ADAPT MOLLE Panel Pouch Ranger Green SKU: FC-AC-CHTPM1-NS-RG

NO SUBSTITUTIONS
Specifications:

- Secure attachment points with zippers and tuck tabs
- Laser cut with precision out of lightweight thermoplastic
- Six rows and five columns of MOLLE
- Side Zippers for attachment to the FCPC V5
- Can be installed on MOLLE compatible carriers with our MOLLE Zipper Kit
- Only compatible with Ferro Concepts zipper-equipped carriers or when used with the MOLLE Zipper Kit.
- Weight: 4.5 oz
- Made in USA

Make_____Model_____

Appx. 1-30

3AC FIRSTSPEAR TUBES® Buckle Kit SKU: FC-AC-3ACTB1-NS-BK

NO SUBSTITUTIONS
Specifications:

- Genuine 2" First Spear Tubes®
- Sold as a pair
- Compatible with the 3" Assault Cummerbund only
- Constructed with laser cut thermoplastic
- Does not reflect under IR light/NOD
- No modification required to 3" Assault Cummerbund

TOTAL

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By _____

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QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

- Easy don/doff of plate carrier
- No loss of MOLLE on cummerbund
- Made in USA

Make_____Model_____

Appx. 1-30

TEAR Front Flap SKU: FC-FF-TEARR1-NS-RG

NO SUBSTITUTIONS
Specifications:

- Must carry 3 AR magazines
- Must have retention bungees and the S&S Pull tabs that are removable
- Must work a wide range of carriers
- This system must offer mission flexibility allowing rapid attach/detach of the front flaps using the G Hooks and Velcro.
- Fits magazines for 5.56x45 / .223 / 7.62x39
- Berry Compliant
- Made In USA

Make_____Model_____

Appx. 1-30

Ferro Concepts The Mini Dangler® SKU: FC-PO-MINID1-NS-RG

NO SUBSTITUTIONS
Specifications:

- Dimensions are 9" x 3.75" x 2"
- Have a large zipper opening with dual zipper pulls allows quick and easy access to contents
- Made in the USA

Make_____Model_____

TOTAL

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Firm Name _____

By _____

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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Page 6 of 8

Appx. 1-30

Ferro Concepts Shoulder Pads SKU: FC-AC-SHPAD1-NS-RG

NO SUBSTITUTIONS
Specifications:

- Fits 2" shoulder straps
- Tri fold design with holes to accommodate hydration tubes, cables, and antennas
- 1/4" of padding provides additional comfort
- Mission adaptable
- Hook Velcro for anti slide on shoulder strap
- 8" in length
- Includes both sides
- Made in the USA
- Weight: 2.20 OZ

Make_____Model_____

Appx. 1-30

Armor Plate Set - Ceramic Composite Level III Special Threat - Large (10.25x13.25) SKU: FC-AM-CRMCA1-LG-NC

NO SUBSTITUTIONS
Specifications:

- SOLD AS A SET OF 2
- NIJ Certified NIJ 0101.06
- 10.25" x 13.25"
- 1.1" thickness
- Multicurve
- SAPI cut
- 6 pounds per plate
- Multi-Hit
- Level III
- Stand alone

TOTAL

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Firm Name _____

By _____

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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

- Ceramic composite
- Plus special threat tested
- Black fabric covering
- Large Carriers
- 10 year warranty
- Made in the USA

Make_____Model_____

Upon award the City will purchase a minimum of ten (10) of each item.

QUANTIES LISTED ARE APPROXIMATIONS.

TO BE AWARDED ON AN ALL OR NONE BASIS.

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).

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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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.

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.

Quote Delivered Pricing FOB Mobile, Alabama.

Pricing shall be firm for one (1) year period following the award of the bid. At the option of the City of Mobile, the award of this bid may be extended for up to two (2) additional one (1) year periods.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored.

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 30, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:

Amount of Contract:
To approve issuance of purchase order to Thompson Tractor Co Inc for Caterpillar 250KW emergency generator for Cruise Terminal

Funding Source
Capital - Cruise Terminal Equipment & Misc

ATTACHMENTS:
1. 20250923 Thompson Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 30 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 Thompson Tractor Co Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Thompson Tractor Co Inc for Caterpillar 250KW emergency generator for Cruise Terminal
Capital - Cruise Terminal Equipment & Misc

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $188,923.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

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

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
30445	2025	(3037) BUILDING SERVICES	CATERPILLAR 250KW EMERGENCY GENERATOR FOR CRUSE TERMINAL (SORUCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$188,923.00	(203865) THOMPSON TRACTOR CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00030445-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
THOMPSON TRACTOR CO INC	BUILDING SERVICES
30950 STATE HIGHWAY 181	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644
SPANISH FORT, AL 36527	KATIE.CASSIL@CITYOFMOBILE.ORG
Tel#251-626-5100	Delivery Reference
Fax 251-626-7041	KATIE CASSIL
	Deliver To
	BUILDING SERVICES
	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/25	203865				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	THOMPSON POWER SYSTEMS QUOTE #MOD-31558449 DATED 9/12/2025 FOR INSTALLATION OF ONE (1) NEW CATERPILLAR 250kw NATURAL GAS STANDBY GENERATOR SET AT THE MOBILE CRUISE TERMINAL (REQ 30445). TO BE PAID UNDER CO259 FOR NC-012-25. TOTAL AMOUNT TO BE PAID: $188,923.00 APPROVED FOR R/PO PER C.HOLM			
	Contact Information			
	Supplier Contact Information			
	To purchase off this contract or for questions regarding products and pricing, please contact:			
	Ciairra Jenkins, Pre-Field Rep			
	Phone: 917-993-0112			
	Email: ciairra.jenkins@cat.com			
	AS PER YOUR QUOTE AND THE SOURCEWELL CONTRACT 092222-CAT			
001	PURCHASE ONE (1) NEW CATERPILLAR 250kw NATURAL GAS STANDBY GENERATOR SET AT THE MOBILE CRUISE TERMINAL. DELIVERY AND INSTALLATION INCLUDED IN EQUIPMENT PRICING, AS PER YOUR QUOTE #MOD-31558449 DATED 9/12/2025.	1.00 EACH	188923.00000	188923.00
	Additional Description Notes			

Bill To	Requisition 00030445-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
THOMPSON TRACTOR CO INC	BUILDING SERVICES
30950 STATE HIGHWAY 181	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644
SPANISH FORT, AL 36527	KATIE.CASSIL@CITYOFMOBILE.ORG
Tel#251-626-5100	Delivery Reference
Fax 251-626-7041	KATIE CASSIL
	Deliver To
	BUILDING SERVICES
	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/25	203865				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

- 480VAc3PH60Hz
- ETL EVALUATED To UL STD UL2200
- ALTERNATOR SPACE HEATER
- UPSIZED ALTERNATOR
- NFPA BUNDLE
- WEATHERPROOF ENCLOSURE - WHITE IN COLOR
- 125A LOAD CENTER
- BATTERIES WITH BATTERY CHARGER
- JACKET WATERHEATER
- GFCI OUTLET
- 400A 100% RATED CIRCUIT BREAKER, WITH SHUNT TRIP CONTACTS
- PRODUCT LINK 4G LTE TELEMATICS
- REMOTE EMERGENCY STOP BUTTON
- REMOTE ANNUNCIATOR
- GAS REGULATOR (SHIPPED LOOSE)
- STANDARD START UP SERVICES WITH 2 HR LOAD BANK TESTING
- 5 YEAR MAINTENANCE AGREEMENT INCLUDES 5 ANNUAL PM SERVICES AND 81 ANNUAL INSPECTIONS
- 5 YEARS OF ANNUAL LOAD BANK TESTING FOR 2 HRS (INCLUDES LABOR, LOADBANK RENTAL, AND ALL NECESSARY CABLES) DONE IN CONJUNCTION WITH ANNUAL SERVICE
- 5 YEAR PLATINUM ESC WARRANTY
- FREIGHT SHIPPED TO FOB DESTINATION

QTY (1) 400A AUTOMATIC TRANSFER SWITCH

- 480 V, 3 POLE,
- NEMA 1 INDOOR ENCLOSURE
- ENGINE EXERCISER
- Aux CONTACTS
- 2 YEAR WARRANTY
- FREIGHT SHIPPED FOB DESTINATION

Bill To	Requisition 00030445-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
THOMPSON TRACTOR CO INC	BUILDING SERVICES
30950 STATE HIGHWAY 181	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644
SPANISH FORT, AL 36527	KATIE.CASSIL@CITYOFMOBILE.ORG
Tel#251-626-5100	Delivery Reference
Fax 251-626-7041	KATIE CASSIL
	Deliver To
	BUILDING SERVICES
	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/25	203865				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

REMOVAL AND INSTALLATION
- DISCONNECT AND REMOVE EXISTING GENERATOR AND ATS
- MODIFY EXISTING PLATFORM TO ACCOMMODATE MOUNTING AND INSTALLATION OF NEW
- INSTALL NEW GENERATOR ON PLATFORM AND CONNECT
- PRICING IS BASED ON REUSING EXISTING ELECTRICAL UNDERGROUND FEEDS/WIRING

- ALL NECESSARY REMAINING WIRING TO MAKE A COMPLETE AND FUNCTIONAL INSTALLATION
- INSTALL NEW ATS AND CONNECT
- INSTALL NEW NATURAL GAS REGULATOR AND NEW PIPING FROM REGULATOR TO GENERATOR
- PRICING INCLUDES NECESSARY PERMITS
- PRICING INCLUDES CRANE CHARGES TO REMOVE OLD GENERATOR AND SET NEW
- PERMIT INCLUDED
- WORK TO BE SCHEDULED AND COMPLETED DURING CRUISE SHIP DEPARTURE DATES.

QUOTE INCLUDES THOMPSON TO HAUL AWAY OLD GENERATOR

THERE WILL BE NO ADDITIONAL CHARGES WITHOUT PRIOR AUTHROIZATION OF THE CITY OF MOBILE PURCHASING AGENT.

5 YEAR PLATINUM ESC WARRANTY SHALL BE SPELLED OUT AND SUBMITTED TO THE PURCHASING DEPARTMENT FOR ATTACHMENT TO THE PERMANENT PURCHASING DOCUMENT

Bill To	Requisition 00030445-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
THOMPSON TRACTOR CO INC	BUILDING SERVICES
30950 STATE HIGHWAY 181	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644
SPANISH FORT, AL 36527	KATIE.CASSIL@CITYOFMOBILE.ORG
Tel#251-626-5100	Delivery Reference
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	Deliver To
	BUILDING SERVICES
	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/25	203865				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	CITY WILL PAY ACCORDING TO THE TERMS AND CONDITIONS THAT THE VENDOR HAS SET UP WITH THE CITY OF MOBILE AND THEIR AGREEMENT			
1	2000.80.00.0000.0000.0000.0000.0000.42140. E C0259 .NONCONTRCT. .			188923.00

Ship To
BUILDING SERVICES
205 GOVERNMENT STREET
5TH FL S TOWER RM 542 & 543
MOBILE, AL 36644
Delivery Reference
KATIE CASSIL

Deliver To
BUILDING SERVICES
205 GOVERNMENT STREET
5TH FL S TOWER RM 542 & 543
MOBILE, AL 36644

Requisition Link

Requisition Total 188923.00

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

Account	Amount	Remaining Budget
E C0259 .NONCONTRCT. .	188923.00	111917.07

Bill To	Requisition 00030445-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 5

Vendor	Ship To
THOMPSON TRACTOR CO INC	BUILDING SERVICES
30950 STATE HIGHWAY 181	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644
SPANISH FORT, AL 36527	KATIE.CASSIL@CITYOFMOBILE.ORG
Tel#251-626-5100	Delivery Reference
Fax 251-626-7041	KATIE CASSIL
	Deliver To
	BUILDING SERVICES
	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/25	203865				BUILDING SERVICES

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42140.	188923.00	
CAPITAL IMPROVEMENTS FUND EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	09/19/25	SCOTT COLLINS	
Approved	09/19/25	BRENDA RHODES	
Approved	09/19/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	09/19/25	RELYA MALLORY	Auto approved by: 910511034
Queued	09/19/25	DONALD ROSE	AWAITING AGENDA
Queued	09/19/25	SANDRA LEWIS	AWAITING AGENDA
Queued	09/19/25	STEVEN KRONINGER	AWAITING AGENDA
Queued	09/19/25	SAMANTHA COOLEY	AWAITING AGENDA
Queued	09/19/25	ANNE FOLEY	AWAITING AGENDA
Queued	09/19/25	JOHN PAINE	AWAITING AGENDA

Authorized By: _____ Date: _____
Signature

Caterpillar Inc.

Electrical energy power generation equipment

#092222-CAT
Maturity Date: 11/22/2026
Website: cat.com/government

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 092222-CAT gives access to the following types of goods and services:

- CAT diesel generator sets
- CAT natural gas generator sets
- Automatic transfer switches
- Switchgear
- Controls
- Installation
- Extended service coverage
- CAT rental equipment
- Used equipment
- Parts
- Maintenance contracts
- Cat Finance Government Lease and financing

Locate your local dealer or representative

(nongovernment site)

Additional information can be found on the vendor-provided, nongovernment website at:
cat.com/government

For rental of Caterpillar machines, tools, gensets, etc. please refer to contract #062320-CAT.

For purchase of new Caterpillar machines and work tools please refer to contract #032119-CAT.

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

General Contracts

ezIQC Contracts

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

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

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

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

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: September 30, 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 Tractor & Equipment Company for one Komatsu D36PX-24 crawler dozer for Public Services.

Amount of Contract:
$189,600.00

Funding Source
General fund.

ATTACHMENTS:
1. 20250924 Tractor Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 30 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 Tractor & Equipment Company

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Tractor & Equipment Company for one Komatsu D36PX-24 crawler dozer for Public Services.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $189,600.00

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 5987.

How many bidders received bid packages (if applicable): 16 + web

How many bidders submitted bids (if applicable): 4

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

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
27046	2025	(F7000) MOTOR POOL	ONE KOMATSU D6PX-24 CRAWLER DOZER FOR PUBLIC SERVICES (SEALED BID 5987)	$189,600.00	(206760) TRACTOR & EQUIPMENT COMPANY

Adopted:

_____

City Clerk

Bill To	Requisition 00027046-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Released Page 1

Vendor	Ship To
TRACTOR & EQUIPMENT COMPANY 2100 E I-65 SERVICE RD N MOBILE, AL 36617 Tel#251-457-8991 Fax 251-457-6003	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
07/08/25	206760				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	DOZER AS FOLLOWS: ENGINE RATED@105 HP;ROPS CAB W/HEAT, AC, RADIO; FAN; HYDRAULIC DRIVEN; ELECTRONIC CONTROL; PCCS (PALM CONTROL STEERING); 9'9 2.9 CU YD PAT BLADE; PLUS UNDERCARRIAGE; 25. 5 TRACK SHOES; MONITOR PANEL WITH EMMS (EQUIPMENT MANAGEMENT MONITORING SYSTEM);KOMTRAX GPS MONITORING SYSTEM (NO ADDITIONAL CHARGES FOR SUTOMER USERS); ALL OTHER STANDARD EQUIPMENT WARRANTY MIMINUM 36 MONTH OR 6000 HOURS WHICH EVER COMES FIRST. VENDOR TO PROVIDE KOMATSU D36PX-24. AS PER CITY OF MOBILE BID # 5987 AND YOUR QUOTE. Additional Description Notes --- KOMATSU D39X-24 DOZER AS FOLLOWS: KOMATSU 5AA4D95LE-7 ENGINE RATED@105 HP;ROPS CAB W/HEAT, AC, RADIO; FAN; HYDRAULIC DRIVEN; ELECTRONIC CONTROL; PCCS (PALM CONTROL STEERING); 9'9 2.9 CU YD PAT BLADE; PLUS UNDERCARRIAGE; 25.5 TRACK SHOES; MONITOR PANEL WITH EMMS (EQUIPMENT MANAGEMENT MONITORING SYSTEM);KOMTRAX GPS MONITORING SYSTEM (NO ADDITIONAL CHARGES FOR SUTOMER USERS); ALL OTHER STANDARD EQUIPMENT; OPERATING WEIGHT APPROX 22,774 LBS. TO INCLUDE WARRANTY OF 5 YEAR 4,000 HOUR PREMIER AND 5 YEAR 4,000 HOUR KOMATSU CARE PM SERVICES	1.00 EACH	189600.00000	189600.00

Bill To	Requisition 00027046-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
TRACTOR & EQUIPMENT COMPANY	MOTOR POOL - ATTN: ADAM LYNN
2100 E I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36617	AGEET@CITYOFMOBILE.ORG
Tel#251-457-8991	Delivery Reference
Fax 251-457-6003	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
07/08/25	206760				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	SPECS ATTACHED			
	AS REQUESTED BY 2086-PSM			
1	1000.40.20.2070.2086.2070.0000.0000.45040.			189600.00
	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 189600.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.45040.	189600.00	1087119.61
PUBLIC SERVICE MAINTENANCE EXP FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
CCancelled	09/24/25	JOHN PAINE	GL Allocation changed

Bill To	Requisition 00027046-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
TRACTOR & EQUIPMENT COMPANY	MOTOR POOL - ATTN: ADAM LYNN
2100 E I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36617	AGEET@CITYOFMOBILE.ORG
Tel#251-457-8991	Delivery Reference
Fax 251-457-6003	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
07/08/25	206760				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/09/25	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	07/09/25	SHONNDA SMITH			
	Approved	07/09/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	09/24/25	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	09/24/25	SHONNDA SMITH			
	Approved	09/24/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	07/09/25	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	07/09/25	SHONNDA SMITH			
	Approved	07/09/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	09/24/25	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	09/24/25	SHONNDA SMITH			
	Approved	09/24/25	CHERI BOUCHER		Auto approved by: 910518244	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Queued	09/24/25	DONALD ROSE		Automatic Forward to 9105paij	
	Queued	09/24/25	SANDRA LEWIS		Automatic Forward to 9105paij	
	Queued	09/24/25	STEVEN KRONINGER		Automatic Forward to 9105paij	
	Queued	09/24/25	SAMANTHA COOLEY		Automatic Forward to 9105paij	
	Queued	09/24/25	ANNE FOLEY		Automatic Forward to 9105paij	
	Queued	09/24/25	JOHN PAINE		Automatic Forward to 9105paij	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5987
TRACKED BULLDOZER

TRACTOR & EQUIPMENT	$189,600.00 Komatsu D39PX-24
BEARD	$196,000.00 Deere 650P
STONE EQUIPMENT	$197,394.00 Case 850M
THOMPSON CAT	$257,110.00 Caterpillar D4L6P

ADDENDUM

September 16, 2025

RE: CITY OF MOBILE BID #5987 FOR TRACKED BULLDOZER AND CITY OF MOBILE BID #5988 FOR SOIL COMPACTOR/ROLLER SINGLE DRUM ROLLER

Please consider this to be Addendum to City of Mobile Bid #5987 for Tracked Bulldozer and City of Mobile Bid #5988 for Soil Compactor/Roller Single Drum Roller.

Add to specifications for both bids listed above:

> Warranty: Standard Manufacturer Warranty to be 36 months or 6000 hours, whichever comes first.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile

JP/lw

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

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 deliverd F.O.B. Mobile to:
09/05/2025	5987	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 19, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

TRACKED BULLDOZER

Appx. 1-2

Tracked Bulldozer, Ground Engaging Tractor with blade as per the following and attached.

Make: _____ Model: _____

Provide literature on product bid.

Vendor to provide literature and specifications on product bid.

Quote delivered pricing FOB Mobile.

Upon award the City will purchase one (1) bulldozer.

You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery.

Price must include delivery FOB Mobile.

Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training.

Delivery may be a consideration in the award.

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

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

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 Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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.

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.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

Pricing to be firm for a six (6) month period.

TO BE AWARDED ALL OR NONE.

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.

Specifications for a Dozer

1. *Minimum 105 Hp. diesel engine.*
2. *Minimum Forward travel speed of 5 Mph.*
3. *Minimum turning radius of 8 ft. as measured by track marks on the ground at pivot turn.*
4. *Minimum ground clearance of 15 in.*
5. *Minimum ground contact area of 5,100 sq. in.*
6. *Ground pressure no greater than 4 psi.*
7. *Operating weight no greater than 23,000 lbs.*
8. *6 way dozer blade with ability to.*
   A. *Raise the blade at least 2 ft. 8in. above ground level.*
   B. *Lower the blade at least 1 ft. 5in. below ground level.*
   C. *1 ft. 5 in. range of tilt both right and left.*
   D. *Angle the blade with at least 25 ° of angle from center to the right and left.*
9. *Minimum blade width and height 9Ft. 9in.(W) by 3ft. (H).*
10. *Enclosed cab with Heat, AC, Bluetooth radio, Air ride seat.*
11. *Back up camera with large color monitor/display.*
12. *Front and rear pull hook/point.*
13. *Must have three (3) sets of keys.*
14. *Must have parts and service within 50 miles of delivery point.*
15. *Standard Manufacturer Machine warranty for a Minimum of 3 years.*
16. *Vendor to furnish two (2) sets of parts books, service manuals, technical manuals and operators' manuals with each unit.*
17. *Delivery date may be a factor in making award.*

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)

AGENDA ITEM SUMMARY SHEET

Agenda of: September 30, 2025

Submitted by:
James Roberts, Sr Dir-Neighborhood Dev

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution ADECA CDBG-CV Budget Revision

REVIEWERS:
Shakeena Cox
James Roberts
James Barber

2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson;

WHEREAS, the City of Mobile receives grant funds from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG), Program, under Title I of the Housing and Community Development Act of 1974 as amended. The CDBG Program is designed to develop viable communities by providing decent housing, a suitable living environment, and expanded economic opportunities; and

WHEREAS, the Alabama Department of Economic and Community Affairs has been allowed under the CARES Act (Public Law 116-136) to allocate a portion of funding to Entitlement Communities for eligible activities within the CDBG program to respond to, prepare for, and prevent coronavirus; and

WHEREAS, as part of the revision process the City followed its HUD approved Citizen Participation Plan throughout the process;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, or his designee, is authorized to revise its ADECA CDBG-CV funds budget allocation in accordance with the table below:

ADECA Community Development Block Grant-Coronavirus Response (ADECA CDBG-CV)

HUD Category

Activity	Pre-Revision Budget	Revised Budget
Administration	$150,000.00	$150,000.00
Acquisition of Real Property for Food Banks in Low/Mod Income Areas	$550,000.00	$50,844.72
Food Banks in Low/Mod Income Areas	$300,000.00	$299,923.22
VIA Senior Portable Wellness Program	$34,232.00	$34,232.00
Legal Services of Alabama- Fair Housing Education Program	$50,000.00	$50,000.00
Low/Mod Income Area Pandemic Related Fire Protection Equipment	$415,768.00	$915,000.06
Total	**$1,500,000.00**	**$1,500,00.00**

TOTAL BUDGET $1,500,000.00

BE IT FURTHER RESOLVED that the Mayor, or his designee, is authorized to act on behalf of the City of Mobile in the filing of the revised budget with ADECA, and that this authorization extends to the execution of all required certifications, agreements, and loan documents as well as all other actions required by said Federal and State funds.

A copy of this Amendment shall remain on file in the office of the City Clerk.

Adopted:

_____

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: September 30, 2025

Submitted by:
Scott Kearney, Chief Technology Officer

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Reallocate $60,000 in Capital Improvement Fund(2000) from Capital Project C0620 - IT Technical & Infrastructure Upgrades to Capital Project C0621 - IT Fiber Expansions/Upgrades for fiber optic expansions and upgrades at city facilities and street intersections.

Amount of Contract:
$60,000

Funding Source
Capital Project # C0620

ATTACHMENTS:
1. Resolution
2. Budget Transfer Request Fund

REVIEWERS:
Scott Kearney
Brenda Rhodes
Cherlina Monteiro
James Barber

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $60,000 in Capital Improvement Fund(2000) be re-allocated from Capital Project C0620 - IT Technical & Infrastructure Upgrades to Capital Project C0621 - IT Fiber Expansions/Upgrades for optic fiber expansions and upgrades at city facilities and street intersections.

Adopted:

_____

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM MIT DEPT. 5000

DATE OF REQUEST: 9/9/2025

BUDGET TRANSFER: ☑(from one project to another)

DISTRICT#: Select Item.

REQUEST: Please transfer $ 60,000

FROM CAPITAL PROJECT#: C0620

CAPITAL PROJECT NAME: IT Technical Upgrades

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0621

PROJECT NAME: IT Fiber Expansions/ upgrades

DEPT. PROJECT#: _____

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

CAPITAL CONTRACT SUMMARY SHEET

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Dauphin Island Parkway-New Community Center

CAPITAL PROJECT #: C0855 (20002000-42200)

CONTRACT AMOUNT: $515,472.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-002-24

PROJECT DESCRIPTION: Provide professional design services for a New Community Center project located at 1600 Boykin Blvd. in Mobile, Alabama

VENDOR NAME: ALLRED ARCHITECTURAL GROUP, PA

VENDOR NUMBER: 299958

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N _X__ ; 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: 09/18/2025

AGENDA ITEM SUMMARY SHEET

Agenda of: September 30, 2025

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Sandy Stimpson, Mayor
CJ Small, Councilmember

Purpose and Scope of Project:
Provide professional design services for a New Community Center project located at 1600 Boykin Blvd. in Mobile, Alabama

Amount of Contract:
$515,472.00

Funding Source
C0855 DIP COMMUNITY CENTER (20002000-42200)

ATTACHMENTS:
1. Routing Pack B101-2017 - RStandard Form of Agreement Between Owner and Architect

REVIEWERS:
Emma Dean
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

R E S O L U T I O N

2025

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

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:	Allred Architectural Group, PA PC
Project Name:	Dauphin Island Parkway-New Community Center
Project Number:	PR-002-24
Amount:	$515,472.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Dauphin Island Parkway-New Community Center

CAPITAL PROJECT #: C0855 (20002000-42200)

CONTRACT AMOUNT: $515,472.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-002-24

PROJECT DESCRIPTION: Provide professional design services for a New Community Center project located at 1600 Boykin Blvd. in Mobile, Alabama

VENDOR NAME: ALLRED ARCHITECTURAL GROUP, PA PC

VENDOR NUMBER: 299958

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N _X__ ; 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:** 09/18/2025

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year 2025

BETWEEN the Architect's client identified as the Owner:

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Architect:

Allred Architectural Group
605 Bel Air Blvd. Suite 11
Mobile, Alabama 36606

for the following Project:

Dauphin Island Parkway-New Community Center
1600 Boykin Blvd.
Mobile, Alabama 36605
Project number PR-002-24 (C0855)

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 § 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: City of Mobile Animal Services Facility.

§ 1.1.1 The Owner's program for the Project:

As detailed in the Architect's proposal dated September 5, 2025, and included herein as Exhibit A.

§ 1.1.2 The Project's physical characteristics:

As detailed in the Architect's proposal dated September 5, 2025, and included herein as Exhibit A.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

The Owner's budget for the cost of construction is Seven Million Two Hundred Fifty-Eight Thousand and 00/100 Dollars ($7,258,000).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design (30%): December 1, 2025, Design Development (60%): March 01, 2026, Construction Documents (100%) : July 2026.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed.

.3 Substantial Completion date or dates:

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Within Three Hundred Twenty calendar days (320) from the Notice to Proceed.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

Director, Real Estate and Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

Volkert, Inc., Program Manager

§ 1.1.9 The Owner shall retain the following consultants and contractors:

.1 Surveyor:

Wattier Surveying, Inc.
4318 Downtowner Loop North
Suite H
Mobile, Alabama

.2 Other, if any:

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

Hoppy Allred
Allred Architectural Group
605 Bel Air Blvd. Suite 11
Mobile, Alabama 36606
Office Phone: 251-219-6823
Cell Phone: 228-762-1975

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

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§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

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

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

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

.2 Comprehensive General Liability Insurance:

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

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

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

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3. **Automobile Liability Insurance:**

.1 Automobile Liability Insurance to cover any auto, including 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**

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

5. **Professional Liability Insurance:**

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

6. **Endorsements:**
All endorsements listed below are required and must be listed on the description 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 Additional Insured: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to name City of Mobile as an Additional Insured.

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

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

.4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

.5 Certificates of Insurance: - General: Within ten (10) calendar days from 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.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect

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shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services (60% Construction Documents and Cost Estimate)

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of

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any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services (100% Construction Documents and 90% Cost Estimate)

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner during the procurement phase as detailed in Architect's proposal included herein as Exhibit A.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 The Architect shall assist the Owner in bidding the project by answering bidder questions and assisting with Addenda as detailed in Architect's proposal included herein as Exhibit A. If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare addenda identifying approved substitutions.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall assist with administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering

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Department and as detailed in Architect's proposal included herein as Exhibit A.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of

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subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to assess the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Supplemental Services		Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1	Programming	City/Architect
§ 4.1.1.2	Multiple preliminary designs	In accordance with Architect's Proposal
§ 4.1.1.3	Measured drawings	In accordance with Architect's Proposal
§ 4.1.1.4	Existing facilities surveys	City
§ 4.1.1.5	Site evaluation and planning	In accordance with Architect's Proposal
§ 4.1.1.6	Building Information Model management responsibilities	N/A
§ 4.1.1.7	Development of Building Information Models for post construction use	N/A
§ 4.1.1.8	Civil engineering (incl. ADEM Permitting, QCP)	In accordance with Architect's Proposal
§ 4.1.1.9	Landscape design	In accordance with Architect's Proposal
§ 4.1.1.10	Architectural interior design	In accordance with Architect's Proposal
§ 4.1.1.11	Value analysis -2 cost estimates at 50% and 90%	In accordance with Architect's Proposal
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	In accordance with Architect's Proposal
§ 4.1.1.13	On-site project representation	In accordance with Architect's Proposal
§ 4.1.1.14	Conformed documents for construction	In accordance with Architect's Proposal
§ 4.1.1.15	As-designed record drawings	N/A
§ 4.1.1.16	As-constructed record drawings	N/A
§ 4.1.1.17	Post-occupancy evaluation	N/A
§ 4.1.1.18	Facility support services	N/A
§ 4.1.1.19	Tenant-related services	N/A
§ 4.1.1.20	Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21	Telecommunications/data	In accordance with Architect's Proposal

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§ 4.1.1.22	Security/Access Control evaluation and planning	In accordance with Architect's Proposal
§ 4.1.1.23	Commissioning	N/A
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25	Fast-track design services	N/A
§ 4.1.1.26	Multiple bid packages	In accordance with Architect's Proposal
§ 4.1.1.27	Historic preservation	N/A
§ 4.1.1.28	Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29	Other services provided by specialty Consultants	N/A
§ 4.1.1.30	Other Services	In accordance with Architect's Proposal

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

Other services indicated above are included in Architect's Specific Services as detailed in Architect's proposal included herein as Exhibit A.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information,

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Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Monthly visits to the site by the Architect during construction, as required based on progress of the work

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

.5 Attend Bi-weekly teleconference progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation,

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prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.2 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT's negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents to the extent such defense is covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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

§ 8.1.4 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 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a

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suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00 .00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

$0.00 .00

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

A. Basic Services for Phases 2, 3, and 4 Stipulated Sum:	$360,011.00
B. Permitting – Land Disturbance Reimbursable Expenses:	$0.00
C. Survey Reimbursable Expenses:	$0.00
D. Geo Technical Engineering:	$0.00
E. Landscape Design	$28,205.00
F. Reimbursable Expenses:	$3,500.00
G. CA Services if Phases 2, 3, and 4 proceed as one project	$90,003.00
H. ADEM Stormwater Inspections	$10,000.00
I. CA Service Reimbursable Expenses:	$3,500.00
J. Phasing Contingency (Ref below):	$20,253.00
A. Total Contract Amount: (not to exceed)	$515,472.00

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NOTE: Phasing Contingency accounts for costs should the project be built in separate projects by phase outlined below. If the project is built as one project, the Phasing Contingency shall be removed from this agreement accordingly.

.2 Percentage Basis

N/A

.3 Other

In the event that construction occurs as separate projects per Phase, Reference the below breakdown of Construction Administration Services:

Phase 2 (only) Renovations to Building B:	$26,910.00
Phase 2 (only) Allowance for Reimbursables:	$1,500.00
Phase 2 (only) Total:	$33,410.00
Phase 3 (only) New Gymnasium:	$61,546.00
Phase 3 (only) ADEM Stormwater Inspections	$10,000.00
Phase 3 (only) Allowance for Reimbursables:	$1,500.00
Phase 3 (only) Total:	$73,046.00
Phase 4 (only) Playground and Other Amenities:	$7,800.00
Phase 4 (only) ADEM Stormwater Inspections	$5,000.00
Phase 4 (only) Allowance for Reimbursables:	$1,500.00
Phase 4 (only) Total:	$14,300.00

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

Architect shall be compensated on a monthly progress payment basis for completed work subject to the percentages listed in Section 11.5.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen percent (15%)
Design Development & Construction Documents Phase	Twenty percent (20%) Forty percent (40%)

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Construction Documents Phase	Five percent (5%
Building and Plan Review Phase	Twenty percent (20%)
Construction Phase	
Total Basic Compensation	One hundred percent (100.00%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

Employee or Category	Rate ($0.00)
Principal Architect	$210.00
Project Architect	$185.00
Designer/Associate	$160.00
Digital Rendering	$110.00
Interior Designer	$110.00
Construction Admin	$95.00
Office Manager	$80.00
Consultant	Fee Charged to Architect plus 10%

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows: Printing and/or plotting of drawings, plan review fees, application fees, postage, etc..

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10%) of the expenses incurred.

§ 11.10 Payments to the Architect

§ 11.10.1 Progress Payments

§ 11.10.1.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable within 30 calendar days.

§ 11.10.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.1.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be provided with any request for reimbursement.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

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.1 The Architect and the Architect's Consultants shall assist with Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents and the Architect's proposal included herein as Exhibit A.

.2 Drawings shall be in AutoCad Version 14 or later or other electronic drafting software approved by the Owner.

.3 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

.4 Time is of the essence in the performance of this Contract. The Architect specifically agrees that the Contract time will begin on the effective date of the Agreement. Architect also agrees no work will begin prior to such date. All work up to and including the 100% design documents and 90% construction estimate shall be completed within 180 calendar days.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
.2 Architect's proposal dated September 05, 2025.
.3 Architect's Subcontracting Plan.

ARTICLE 14 NON DISCRIMINATION

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

ARTICLE 15 IMMIGRATION LAW

§ 15.1 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. 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.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

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

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 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.

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	Hoppy Allred President AL #6338 *(Printed name, title, and license number if required)*

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 Hoppy Allred as Officer of Allred Architectural Group 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.
Sworn to and subscribed for me this 17 day of Sep, 2025.

Melissa Vega Gonzalez
NOTARY PUBLIC
My Commission Expires: 03/17/2028

State of Mississippi
Melissa Vega Gonzalez
Notary Public
Lauderdale
County
My Comm. Exp. 03 17 2028
Commission Number 451200

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allred
ARCHITECTURAL GROUP

September 5, 2025

Mr. Brandon J. Miller
Volkert, Inc.

Re: **FEE PROPOSAL**
Dauphin Island Parkway – New Community Center
1600 Boykin Boulevard
Mobile, Alabama

SCOPE OF WORK:

Allred Architectural Group and our team of consultants will provide professional design services for a New Community Center project located at 1600 Boykin Blvd. in Mobile, Alabama. The scope generally includes renovations to an existing Building B for use as a Community Center, a new Gymnasium, and an outdoor Playground and other amenities.

The general work for each of these project scopes are as follows:

PHASE 1: DEMOLITION OF BUILDINGS A, C & D
- Not in Scope.

PHASE 2: RENOVATION TO BUILDING B (13,000 SF):
- Replacement of Roof and Fascia Purlins
- Replacement of HVAC System
- Replacement of Windows
- Replacement of Flooring
- Power Panel Upgrades
- Partial Lighting Upgrades
- Restroom Upgrades
- Fire Suppression Upgrades

PHASE 3: NEW GYMNASIUM (15,430 SF):
- New Lobby
- New Gymnasium
- New Restrooms
- New MEP & Storage

PHASE 4: SITEWORK
- Playground
- Other Amenities

Professional design services for Architectural and Engineering specifically includes and excludes the items listed below in the 'Summary of Services.'

711 Church Street
Ocean Springs, MS 39564
T (228) 762-1975

605 Bel Air Blvd., Suite 11
Mobile, AL 36606
T (251) 219-6823

Hoppy Allred, AIA
Jennifer Hataway Blount, AIA
Patrick Wilber, AIA

allredarchitects.com

SUMMARY OF SERVICES

Included:

- Architectural Design (Plans & Specifications)
- Civil Design (Plans & Specifications)
- Structural Design (Plans & Specifications)
- Mechanical & Plumbing Design (Plans & Specifications)
- Electrical Design (Plans & Specifications)
- Fire Protection Performance Specifications
- Landscape Design
- Design Renderings
- Interior Design & Material Finish Selections
- Interior & Exterior Signage Design
- Low Voltage Design for Fire Alarm, Access Control, Security & Data
- City of Mobile & Engineering Department approvals
- Construction Cost Estimates at DD & CD Submittals
- Design Meetings (bi-weekly or as appropriate) via Teams
- Includes 2 in-person Programming Meetings with Parks & Recreation
- Includes preparation and participation for up to 2 in-person Community Presentations
- Minimal Involvement during Bid Phase. City of Mobile (or Volkert) will handle the bidding process and furnish front-end specifications. Architect and Engineering team will respond to RFI's and issue addenda as needed).
- Conformed Documents (compilation of Bid Documents and Pre-Bid Addenda)
- CA Services, including Periodic site visits during construction (Monthly)
- Civil Engineer will provide required ADEM Stormwater Inspections
- Submittal and Pay Application reviews
- Punchlist at end of construction completion

Not Included:

- Survey (Owner provided. Architect shall be provided with a current electronic topographic survey)
- Geotechnical Services (Owner provided. Architect shall be provided with geotechnical report)
- Construction Materials Testing (Owner provided. Architect shall be provided with CMT reports)
- Hazardous Materials Testing or Abatement Specifications
- FF&E. However, general furniture layout for electrical coordination will be provided.
- Project Advertising and Bidding of Project.
- Prequalification of Contractors
- Contractor Selection and Negotiations
- Contract Preparation
- Any special approvals other than the standard building department plan review and items specifically listed above
- Elevation Certificates or Flood Development Approvals
- Applications to the Planning Commission or Board of Adjustments

- Approvals from state agencies other than those specifically listed above
- Coordination or negotiations with adjacent property owners that may be impacted by construction
- As-Built Plan Preparation

Fee Proposal for Design of Phases 2, 3 and 4 as ONE SINGLE PROJECT:

- PHASE 1: DEMOLITION OF BUILDINGS A,C & D
  - Not in Scope
- PHASE 2: RENOVATION TO BUILDING B
- PHASE 3: NEW GYMNASIUM
- PHASE 4: PLAYGROUND & OTHER AMENITIES
- Architectural & Engineering Services through Design: $360,011
- Supplemental Service for Landscape Design: $ 28,205
- Allowance Amount for Reimbursable Expenses: $ 3,500 (Estimate)

TOTAL FEE THRU DESIGN PHASE (ONE PROJECT): $391,716

Fee Proposal for Construction Administration Services of Phases 2, 3 and 4 as ONE SINGLE PROJECT:

- PHASE 1: DEMOLITION OF BUILDINGS A,C & D
  - Not in Scope
- PHASE 2: RENOVATION TO BUILDING B
- PHASE 3: NEW GYMNASIUM
- PHASE 4: PLAYGROUND & OTHER AMENITIES
- Architectural & Engineering Services for Construction Administration Phase: $ 90,003
- ADEM Stormwater Inspections: $ 10,000
- Allowance Amount for Reimbursable Expenses: $ 3,500 (Estimate)

TOTAL FEE FOR CA PHASE (ONE PROJECT): $103,503

Fee Proposal for Construction Administration Services of Phases 2, 3 and 4 as SEPARATE PROJECTS:

- PHASE 1: DEMOLITION OF BUILDINGS A,C & D
  - Not in Scope

- PHASE 2: RENOVATION TO BUILDING B: $26,910

  Allowance Amount for Reimbursables $ 1,500 (Estimate)

  TOTAL FEE FOR CA OF PHASE 2 ONLY: $33,410

- PHASE 3: NEW GYMNASIUM: $61,546

  ADEM Stormwater Inspections: $10,000

  Allowance Amount for Reimbursables: $ 1,500 (Estimate)

  TOTAL FEE FOR CA OF PHASE 3 ONLY: $73,046

- PHASE 4: PLAYGROUND & OTHER AMENITIES $ 7,800

  ADEM Stormwater Inspections: $ 5,000

  Allowance Amount for Reimbursables: $ 1,500 (Estimate)

  TOTAL FEE FOR CA OF PHASE 4 ONLY: $14,300

LIST OF CONSULTANTS:

Below is a list of consultants to be used on this project (subject to change).

Civil:	Lieb Engineering Company
Structural:	Wade Everett Structural Engineering
M.E.P.:	H.M. Yonge & Associates
Landscape:	Christian Preus Landscape Architecture

ADDITIONAL SERVICES:

For additional services requested beyond the scope as described either an additional fee proposal for each service will be submitted or services will be performed on an hourly basis. If services are to be performed on an hourly basis, the following rates shall apply.

Principal Architect:	$210/hr
Project Architect:	$185/hr
Designer / Associate:	$160/hr
Digital Rendering:	$110/hr

Interior Designer:	$110/hr
Construction Admin.:	$ 95/hr
Office Manager:	$ 80/hr
Consultant:	Fee charged to Architect plus 10%

REIMBURSABLE EXPENSES:

Reimbursable expenses will be billed as follows: Expenses incurred to architect pertaining to project plus a multiplier of 10%. Reimbursable expenses include items such as printing and plotting of drawings, plan review fees, application fees, permitting fees, postage, etc.

SCHEDULE:

Design Phase Milestones:

- Schematic Design: December 1, 2025
- Design Development: March 1, 2026
- Construction Documents: July 1, 2026

BILLING METHOD:

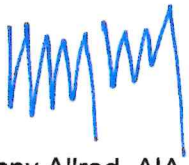
No downpayment is required. Invoices are sent at or near the first of the month for work completed or expenses incurred during that billing cycle. Payment is due within 30 days of invoicing. The invoices will be based on Project Phase Percentages as listed below.

Project Phase Percentages:

- Schematic Design: 15%
- Design Development: 20%
- Construction Documents: 40%
- Bidding & Plan Review: 5%
- Construction Phase: 20%

END OF PROPOSAL:

Sincerely,



Hoppy Allred, AIA
President

(This is a 5-page document)

Attachments: Overview & Budget prepared by the City of Mobile

Dauphin Island Parkway - Proposed New Community Center
1600 Boykin Boulevard, Mobile, Alabama

South Brookley School
1964
Buildings A, B, and D
Recent testing of buildings indicate the presence of asbestos and lead paint. Feasibility of renovating buildings would not be cost effective.

Sail Center
1996
Buildings C
Feasibility of renovating buildings would be cost effective to building a new facility.

- Current program includes design of mix use including a senior adult area and a teen area.
- Building B to be considered to remain and renovated, while Buildings A, C, & D to be demolished.
- New building discussion to include a gymnasium and entry.
- CO855 - BOYS & GIRLS CLB, COMM CTR, FOOD PA - $490,885.00

COST ESTIMATE: RENOVATED AREA

BUILDING B	SQ FT
PROGRAMMED SENIOR AND TENN CENTER	9,250
MULTI-PURPOSE ROOM	2,000
PROGRAMMED OFFICE SPACE	600
RENOVATED RESTROOMS	600
WARMING KITCHEN	600
TOTAL	13,000

$150 sq ft - current construction costs
Renovations/Replacements required:

- Roof and Fascia Purlins
- HVAC system
- Windows
- Flooring
- Power Panel
- Partial Lighting
- Restrooms
- Fire Suppression

RENOVATED BUDGET	$1,950,000

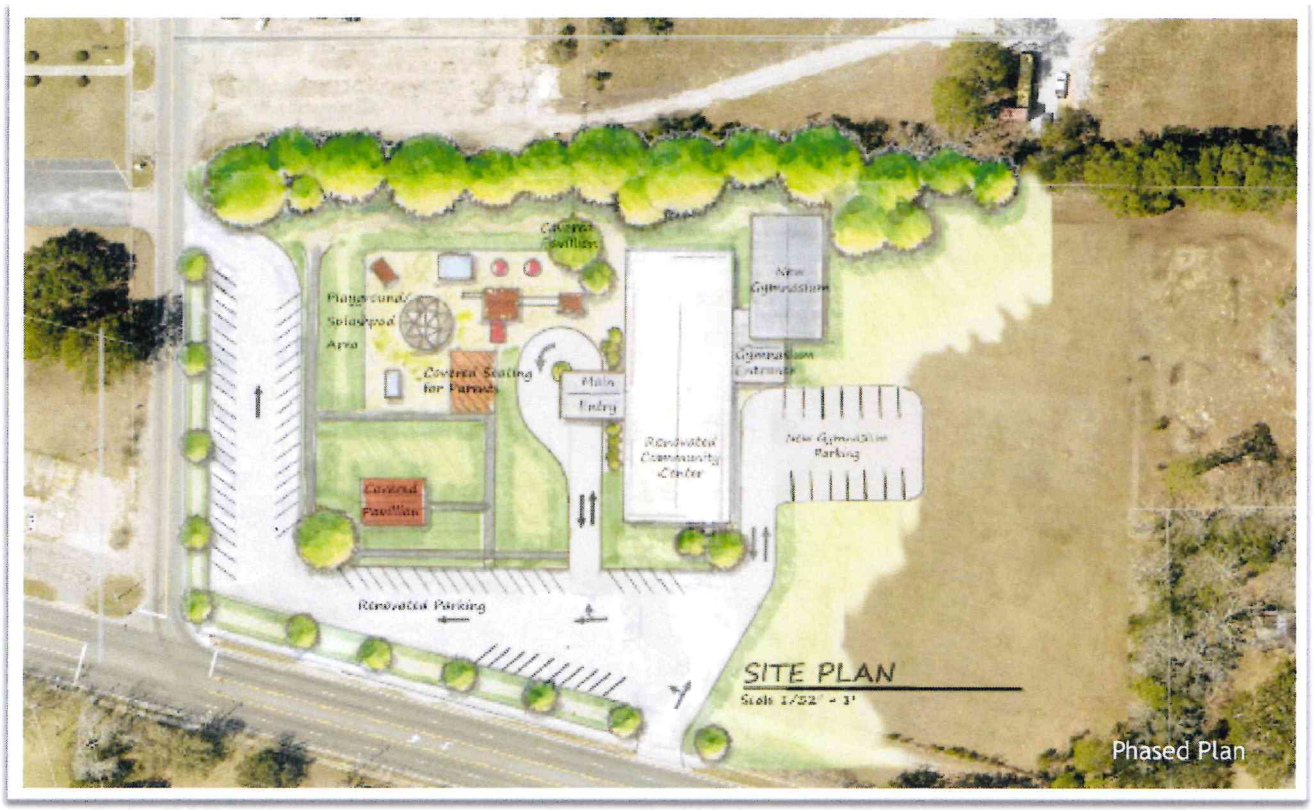
COST ESTIMATE: NEW CONSTRUCTION

NEW CONSTRUCTION	TOTAL SQ FT
LOBBY	1,420
GYMNASIUM	8,000
RESTROOMS	1,875
MEP + STORAGE	1,050
NEW CONSTRUCTION SQFT	12,345
BURDEN FACTOR x 1.25	15,430
ESTIMATED BUILDING COST	
BUILDING $425/FT	$2,308,280
GYMNASIUM $250/FT	$2,500,000

COST ESTIMATE: SITE

Site Work	$500,000
Design and Construction Fees	$725,828
TOTAL BUILD BUDGET	$7,984,108

Dauphin Island Parkway - Proposed New Community Center
1600 Boykin Boulevard, Mobile, Alabama



Phase 1 $400k-$500k
-Demolition of Buildings A, C, D
- Renovated Parking

Phase 2 $2M-$2.5M
-Renovate Community Center

Phase 3 $3.5M-$4M
-New Gymnasium

Phase 4 $1.5M-$2M
-Playground and all other Amenities

- Phase 1 - Demolition of Buildings A, C, and D will be bid early June. Renovated Parking lot bid will follow demolition.
- Phases 2-4 - schedules are undetermined.

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:

Allred Architectural Group, PA PC

This name reservation is for the exclusive use of Allred Architectural Group, PA PC, 605 Bel Air Blvd., Ste 11, Mobile, AL 36606 for a period of one year beginning 09/10/2025 and expiring 09/10/2026

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.

09/10/2025

Date

Wes Allen **Secretary of State**

241522

allred
ARCHITECTURAL GROUP

September 10, 2025

Alabama Secretary of State

Directors

Hoppy Allred, President License#6338

Jennifer Hataway Blount, Vice President License#7444

711 Church Street
Ocean Springs, MS 39564
T (228) 762-1975

605 Bel Air Blvd., Ste 11
Mobile, AL 36606
T (251) 219-6823
www.allredarchitects.com

Hoppy Allred, AIA
Jennifer Hataway Blount, AIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/18/2025

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

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

PRODUCER	CONTACT NAME: Morgan Frank	
Lemon Mohler Insurance Agency 806 Washington Avenue Ocean Springs MS 39564	PHONE (A/C, No, Ext): (228) 875-7777	FAX (A/C, No): (228) 875-2867
	E-MAIL ADDRESS: mfrank@lemonmohler.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Benchmark Insurance Company	
INSURED Allred Architectural Group, PA 711 Church Avenue Ocean Springs MS 39564	INSURER B : SteadPoint Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** AL: 24-25 WC; 25-26 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CPP01286	08/05/2025	08/05/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	XLP01287	08/05/2025	08/05/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC07007853712024A	12/18/2024	12/18/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

PROJECT: Dauphin Island Parkway - New Community Center

City of Mobile is included as an Additional Insured in respect to the General Liabiltiy and Umbrella Liability. All policies except Workers Compensation shall be Primary & Non-Contributory with any other insurance in force or which may be purchased by the Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Umbrella Liability, and Workers Compensation. 30 Day notice of Cancellation, non-renewal, or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile Architectural Engineering Department
PO Box 1827
Mobile AL 36633-1827

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

Morgan Frank

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Personal And Advertising Injury			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
2,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER	**CONTACT NAME:** J W Webb
J W Webb 1256 Bienville Blvd PO Box 1710 Ocean Springs MS 395661710	**PHONE (A/C, No, Ext):** 228-875-3400 **FAX (A/C, No):** **E-MAIL ADDRESS:** j.w.webb.b0xk@statefarm.com
INSURED ALLRED ARCHITECTURAL GROUP, PA 711 CHURCH AVE OCEAN SPRINGS MS 395643753	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** State Farm Mutual Automobile Insurance Company / 25178 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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NSR 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	057 7001-E18-24K 0058269-SFP-24 0091806-SFP-24	05/18/2025 08/15/2025 07/14/2025	11/18/2025 02/15/2026 01/14/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ 1,000,000 $ 1,000,000 $ 1,000,000 $
	UMBRELLA LIAB ☐ OCCUR **EXCESS LIAB** ☐ 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)

PROJECT: Dauphin Island Parkway - New Community Center

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CERTIFICATE HOLDER

City of Mobile Architectural Engineering Department
PO Box 1827
Mobile AL 36633-1827

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

J. W. Webb

This form was system-generated on 09/17/2025

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CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

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, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	ALLRED ARCHITECTURAL GROUP
Address	605 BEL AIR BLVD, SUITE 11 MOBILE, AL 36606
Telephone	251-219-6823
E-Mail	HOPPY@ALLREDARCHITECTS.COM

RFP/RFQ Solicitation Number	
Project Description	DAUPHIN ISLAND PARKWAY - NEW COMMUNITY CENTER
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 8 Female 5 Minority 3 Non-minority 10 Vets 0 Total #of Employees 13

Subcontractor/Major Supplier Plan submitted by:

Printed Name: HOPPY ALLRED

Signature: [signature] Date: 09/17/2025

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: HOPPY ALLRED Title: PRESIDENT

E-mail:_ Phone: HOPPY@ALLREDARCHITECTS.COM / 251.219.6823

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount $ 515,472.00 Date: 09 / 05 / 2025

Description D.I.P. COMMUNITY CENTER

Name of Bidder/Proposer: ALLRED ARCHITECTURAL GROUP

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
LIEB ENGINEERING	251.978.9779	CIVIL/LANDSCAPE	58,105	11	Y	
WADE EVERETT ENG.	251.367.0479	STRUCTURAL	18,000	4	N	
H.M. YONGE & ASSOC.	850.934.2661	MEP	94,680	18	N	
MISC. REIMBURSABLES		MISC. VENDORS	3,500	1	N	
ALLRED ARCH. GROUP	251.219.6823	ARCHITECT	341,187	66	N	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: ALLRED ARCHITECTURAL GROUP

Contact Person: HOPPY ALLRED Phone 251.219.6823 Email HOPPY@AllredArchitects.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	✓	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
	✓	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	✓	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
✓		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

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. _____

_____

Company ID Number: 733901

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Allred Architectural Group, PA (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

    a. Notice of E-Verify Participation

    b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. 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.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. 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 mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify 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.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information 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)). 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.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. 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 provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 733901

Approved by:

Employer	
Allred Architectural Group, PA	
Name (Please Type or Print) Chester Jr H Allred	**Title**
Signature Electronically Signed	**Date** 12/06/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 12/06/2013

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 733901

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Allred Architectural Group, PA
Company Facility Address	711 Church Street Ocean Springs, MS 39564
Company Alternate Address	711 Church Street Ocean Springs, MS 39564
County or Parish	JACKSON
Employer Identification Number	640511109
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MS	1

Company ID Number: 733901

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jane R Prochilo
Phone Number	2287621975
Fax	
Email	jane@allredstolarski.com

Name	Chester Jr H Allred
Phone Number	2287621975
Fax	
Email	hoppy@allredstolarski.com

This list represents the first 20 Program Administrators listed for this company.

2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with George Glaser to provide professional services for the Office of Professional Responsibility. Compensation for work provided by the consultant 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

STATE OF ALABAMA
CITY OF MOBILE

Professional Services Contract
City of Mobile
(Special Projects)

AGREEMENT

This Professional Services Agreement ("Agreement") is entered into as of the Effective Date (defined below) by and between the City of Mobile, Alabama (the "City"), and George Glaser, an individual accountant (the "Contractor"). The City and Contractor are sometimes referred to individually as a "Party" and collectively as the "Parties."

1. Recitals

WHEREAS, the City requires professional accounting services for special projects; and

WHEREAS, Contractor represents that he is duly qualified and willing to perform such services for the City under the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

2. TERM; EFFECTIVE DATE

2.1 **Effective Date.** The Agreement becomes effective on the date fully executed by both Parties (the "Effective Date").
2.2 **Term.** The term shall commence on the Effective Date and continue for one (1) year, unless earlier terminated in accordance with this Agreement.

2.3 **Renewals**. The City may extend the term up to two (2) additional one-year periods by written notice to Contractor prior to expiration, each subject to annual appropriation.

3. SCOPE OF SERVICES

3.1 **Services.** Contractor shall provide professional services for special projects as needed/requested by the City's Director of the Office of Professional Responsibility (OPR) or the Director's written designee (the "Contract Administrator") to support OPR's mission, which may include, without limitation: project-based accounting analyses, reconciliations, internal control review support, grant or special revenue tracking assistance, cost allocations, financial schedules and workpapers, audit preparation support, and related advisory services (collectively, the "Services"). Contractor services are outlined in Exhibit A and incorporated herein.

3.2 **Standard of Care.** Contractor shall perform the Services in a timely, professional manner consistent with the degree of care, skill, and diligence ordinarily exercised by reputable accountants practicing under similar circumstances in Alabama.

3.3 **Personnel/Subcontracting.** Contractor will personally perform the Services unless the City gives prior written consent to any assistants or subcontractors. The City may require removal and replacement of any approved assistant for cause.

3.4 **Direction & Coordination.** Contractor shall take direction from, and coordinate with, the Contract Administrator, who has authority to approve work authorizations, deliverables, and invoices.

4. COMPENSATION; INVOICING

4.1 **Rate & Not-to-Exceed.** The City shall compensate Contractor at $50.00 per hour for properly performed Services. Unless otherwise authorized in writing by the City Council or the Mayor pursuant to applicable authority, the not-to-exceed (NTE) amount for this Agreement is Eighty Thousand Dollars ($80,000.00). Contractor compensation is outlined in Exhibit B and incorporated herein.

4.2 **Expenses.** The hourly rate is fully burdened and includes ordinary overhead. Out-of-pocket expenses require prior written approval from the Contract Administrator and must be supported by receipts; travel, if approved, is reimbursable at City policy rates only.

4.3 **Invoicing.** Contractor shall submit monthly invoices to the Contract Administrator, itemizing dates, hours, tasks performed, and project identifiers. Properly submitted and undisputed invoices shall be paid in accordance with the City's normal payment cycles and applicable law.

4.4 **Withholding for Disputes.** The City may withhold disputed amounts, with written notice stating the basis. Undisputed portions will be paid.

5. FUNDING; SUBJECT TO APPROPRIATION

The City's obligations are contingent upon the availability of funds lawfully appropriated. No obligation of the City shall extend beyond appropriated funds. The City may terminate under Section 10 if funds are not appropriated or are exhausted.

6. INDEPENDENT CONTRACTOR; TAXES; BENEFITS

Contractor is an independent contractor and not an employee, agent, or partner of the City. Contractor is solely responsible for all taxes, withholdings, insurance, licenses, and benefits for himself and any approved assistants. Contractor has no authority to bind the City.

7. COMPLIANCE; ETHICS; E-VERIFY; BACKGROUND

7.1 **Laws/Policies.** Contractor shall comply with all applicable federal, state, and local laws, regulations, professional standards, and City policies made known to Contractor that reasonably relate to the Services or City facilities.

7.2 **Conflicts of Interest.** Contractor represents there is no conflict that would prevent full performance. Contractor will promptly disclose any potential conflict to the City.

7.3 **Immigration/E-Verify.** 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 and attach as Exhibit D. 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.

7.4 **Background/Badging.** If access to secure City systems or facilities is required, Contractor shall submit to background and/or badging procedures as directed.

8. CONFIDENTIALITY; PUBLIC RECORDS

8.1 **Confidential Information.** Contractor shall keep confidential any non-public information obtained from the City and use it solely to perform the Services, except as disclosure is required by law.

8.2 **Public Records.** Contractor acknowledges that documents and data produced under this Agreement may be subject to public records laws. Contractor shall promptly assist the City in responding to public records requests, at no additional cost other than pre-approved reasonable reproduction costs.

8.3 Breach Notice. Contractor shall notify City within five (5) business days of discovery of any actual or reasonably suspected unauthorized access, disclosure, or loss of City information and shall cooperate in containment, investigation, and remediation. Contractor shall not make independent public disclosures of City records; requests will be directed to City.

9. WORK PRODUCT; CITY DATA

9.1 **Ownership.** All work product, reports, workpapers (excluding Contractor's pre-existing templates and know-how), data compilations, and deliverables created specifically for the City under this Agreement ("Work Product") shall be the property of the City upon payment for the Services creating such Work Product.

9.2 **City Systems/Data.** Contractor shall follow City instructions regarding access to City systems and treatment of City data, including retention, return, or secure destruction at the City's direction.

9.3 **Return/Destruction**. Upon request or termination, Contractor shall promptly return to City or securely destroy City Data and work product (excluding legally required retention).

9.4 **No Offsite Storage Without Consent**. Contractor shall not store City Data in personal cloud or removable media without City's written approval.

10. TERMINATION; SUSPENSION

10.1 **For Convenience.** The City may terminate this Agreement for convenience in whole or in part upon ten (10) days' written notice. Contractor shall cease work as directed and be paid for authorized, satisfactorily performed Services to the termination date.

10.2 **For Cause.** Either Party may terminate for material breach not cured within ten (10) days after written notice.

10.3 **Suspension.** The City may suspend Services at any time by written notice; compensation will be limited to authorized Services performed through the suspension effective date.

11. INSURANCE & INDEMNITY

11.1 **Insurance.** During the term of this Agreement, Contractor shall acquire and maintain in full force and effect, at his expense, 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 ***and all relevant endorsements*** by an agent licensed and qualified to do business in the State of Alabama, not less than the requirements in Exhibit C, including (a) Commercial General Liability, (b) Professional Liability (Accountants' E&O), and (c) Automobile Liability (if driving on City business). Certificates of insurance and endorsements naming the City of Mobile, its elected officials, officers, employees, and agents as Additional Insureds (CGL) shall be provided before work begins and upon renewal.

11.2 **Indemnity.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officials, officers, employees, and agents from and against claims, damages, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees)

arising out of or related to Contractor's negligent acts, errors, or omissions, willful misconduct, or breach of this Agreement.

12. RECORDS; AUDIT; RETENTION

Contractor shall maintain complete and accurate records of hours worked, tasks performed, and costs incurred for at least five (5) years after final payment. The City, its auditors, and duly authorized agents may audit such records upon reasonable notice. Contractor shall cooperate and make records available within the City of Mobile or electronically.

13. NON-DISCRIMINATION; EQUAL EMPLOYMENT

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.

14. NOTICES

14.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Director of OPR ("Director") or the Director's designated representative.

14.2 All notices shall be in writing and deemed given when (i) delivered personally, (ii) sent by nationally recognized overnight courier, or (iii) emailed with confirmation of receipt, addressed as follows (or as updated by notice):

City:
City of Mobile
Attn: Legal Department
205 Government Street
Mobile, AL 36602

Copy to:
Department of Public Safety
Attn: Director of Public Safety
205 Government Street
Mobile, AL 36602

Contractor:
George Glaser
118 Cameron Circle
Daphne, AL 36526

15. MISCELLANEOUS

15.1 **Governing Law; Venue**. Alabama law governs. Venue lies exclusively in the state courts of Mobile County, Alabama.

15.2 **Entire Agreement; Order of Precedence**. This Agreement, including Exhibits A–D, is the entire agreement and supersedes all prior or contemporaneous understandings, representations, and communications. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto. In the event of conflict, the body of this Agreement controls, then Exhibit A, then Exhibit B, then Exhibit C, then Exhibit D.

15.3 **Amendments; Waivers**. Amendments must be in a written instrument signed by authorized representatives of both Parties. No waiver is effective unless in writing and signed by the waiving Party.

15.4 **Assignment; Non-Assignment**. Contractor shall not transfer or assign this Agreement, or any rights or privileges granted herein, without the City's prior written consent, which may be granted or denied in the City's sole discretion. Any attempted assignment in violation of this Section is void.

15.5 **Cumulative Rights and Remedies**. The rights and remedies of the City provided for under this Agreement are in addition to, and not in limitation of, any other rights and remedies provided by law.

15.6 **Joint and Several Liability**. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

15.7 **No Waiver by Exercise of Rights**. 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 applicable law.

15.8 **Severability**. 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 shall remain valid and binding.

15.9 **Authority to Execute; Power to Bind**. Each Party represents and warrants that it is duly authorized to enter into and perform this Agreement and that the persons executing this Agreement have all requisite power and authority to bind the respective Parties.

15.10 **No Waiver by Review or Payment**. Neither the City's review, approval, or acceptance of, nor payment for, the Services shall operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

15.11 **Headings**. Headings are for convenience only and have no legal effect.

15.12 **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and does not create any rights in any third party.

15.13 **Counterparts; Electronic Signatures**. This Agreement may be executed in counterparts and by electronic signatures, each of which shall be deemed an original and all of which together constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

16. SIGNATURES

CONTRACTOR

By: _____
George Glaser
Date: 9/22/2025

The State of Alabama}
Mobile County}

I, a Notary Public, in and for said County in said State, hereby certify that **GEORGE GLASER**, whose name is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he executed the same voluntarily.

Given under my hand this the 22nd day of September, 2025

_____
Notary Public

(Seal)

KIMBERLY ZIRLOTT
My Commission Expires
March 11, 2026

CITY OF MOBILE, ALABAMA

By: _____
William S. Stimpson Mayor

Date: _____

EXHIBIT A – SCOPE OF SERVICES

1. **General.** Contractor will provide professional accounting services for City special projects at the request of the Contract Administrator, including:
   a. Account reconciliations, schedules, departmental audits and workpapers;
   b. Assistance with audit preparation and response;
   c. Cost allocation and project/grant accounting support;
   d. Internal control and process documentation support;
   e. Financial analysis, metrics, and ad-hoc reporting;
   f. Other related accounting tasks and special requests by the Comptroller/Finance Department, and general support to OPR matters authorized in writing by the Contract Administrator.

2. **Deliverables.** Written memoranda, spreadsheets, schedules, and other workpapers as requested.

3. **Coordination.** Contractor shall attend meetings (in-person or virtual) as requested and provide periodic progress updates.

4. **Timekeeping.** Detailed time entries identifying date, task, and hours, mapped to project identifiers provided by the City.

EXHIBIT B – COMPENSATION; NTE

1. **Hourly Rate: $50.00/hour**.

2. **NTE Amount (Initial Term):** $80,000.00 (excludes any approved reimbursable expenses).

3. **Expenses:** Only if pre-approved in writing per Section 4.2; reimbursed at actual cost with receipts (and City travel policy if applicable).

4. **Invoice Timing:** Monthly, to the Contract Administrator.

EXHIBIT C – INSURANCE REQUIREMENTS

Contractor shall maintain insurance with insurers authorized to do business in Alabama and rated A- or better by A.M. Best (or acceptable equivalent), with the following minimum limits:

1. **Commercial General Liability (CGL):** $500,000 per occurrence - City named as **Additional Insured**; primary and non-contributory; waiver of subrogation.

2. **Professional Liability (E&O – Accounting):** $500,000 per claim / aggregate; claims-made acceptable with retroactive date prior to start and 2-year tail after completion.

3. **Automobile Liability:** $300,000 combined single limit (if operating a vehicle on City business).

4. **Workers' Compensation/Employer's Liability:** As required by law (if Contractor has employees).

5. **Certificates/Endorsements:** Provide before starting Services and upon renewal; thirty (30) days' notice of cancellation/non-renewal.

EXHIBIT D – ALABAMA IMMIGRATION / E-VERIFY COMPLIANCE

1. Contractor shall comply with applicable Alabama immigration laws and, upon City request, provide a completed Affidavit of Immigration Compliance (and, if Contractor employs persons in Alabama, confirm participation in E-Verify) or an affidavit of lawful presence/no employees, as applicable.

2. Contractor shall include similar obligations in any City-approved subcontract.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: September 30, 2025

Submitted by:
Donald Rose, Senior Director - Chief Procurement Ofc
Karen Poth

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To create a permanent interactive exhibit that highlights and pays tribute to Jimmy Buffet housed within the National Maritime Museum of the Gulf.

Amount of Contract:
NTE $500,000.00

Funding Source
General fund.

ATTACHMENTS:
1. 2025 Maritime Buffett Agenda Package

REVIEWERS:
Donald Rose
Scott Collins
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: September 30, 2025 (Date) Item No. _____

Submitted by: National Maritime Museum of the Gulf (Department) Karen Poth (Department Head)

Sponsored by: Mayor Stimpson (Name) _____ (Title)

Reviewed by: Joe Snowden (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with National Maritime Museum of the Gulf of Mexico

PURPOSE & SCOPE OF PROJECT:
To create a permanent interactive exhibit that highlights and pays tribute to Jimmy Buffet housed within the National Maritime Museum of the Gulf.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: NTE $500,000.00

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional services, performance 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:
.

R E S O L U T I O N

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 National Maritime Museum of the Gulf of Mexico, in the amount not to exceed $500,000.00, as appropriated funds are available, to create a permanent interactive exhibit that highlights and pays tribute to Jimmy Buffet housed within the National Maritime Museum of the Gulf, 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

STATE OF ALABAMA)

COUNTY OF MOBILE)

PERFORMANCE CONTRACT

THIS PERFORMANCE CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and the **National Maritime Museum of the Gulf of Mexico**, a domestic non-profit corporation of the State of Alabama (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, the Contractor's purpose is to create a permanent interactive exhibit that highlights and pays tribute to Jimmy Buffett housed within the National Maritime Museum of the Gulf.

WHEREAS, the City desires to allocate funding to Contractor to provide said services.

NOW, THEREFORE,

WITNESSETH:

That the City, 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 sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

City hereby agrees to pay the Contractor the sum of **FIVE HUNDRED THOUSAND DOLLARS AND NO/100 ($500,000.00)**, payable for the period from the execution of this Agreement to **September 30, 2025**. Said funds will be disbursed in a single payment in the amount of **FIVE HUNDRED THOUSAND DOLLARS AND 00/100 ($500,000.00)**, which shall result from a written request to be delivered to the City's Accounting Department. **Additionally, Contractor agrees to submit activity reports and financial statements; payment is dependent upon receipt of these.**

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used to benefit City of Mobile and its community for the following purposes:

The contractor shall hire and manage the appropriate subcontractors to design, build and install an immersive, 6,000 square foot exhibition within the National Maritime Museum of the Gulf. The exhibition will be permanent and shall become the property of the National Maritime Museum of the Gulf of Mexico.

The Contractor shall provide to City's Accounting Department an activity report and financial statements upon the completion of its services performed under this Agreement.

Additionally, Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

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

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 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 discretion.

The 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.

The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, the City may, at its option, terminate and cancel this Agreement.

The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability, in connection with federally funded programs.

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 an 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.

The Contractor agrees and understands that the funding of this Agreement is solely provided from the **City's General Fund**. If, at any time during the City's fiscal year, City's actual

revenues decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void, and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this Agreement, City shall maintain the right to terminate this Agreement upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

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.

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

City of Mobile is included as an Additional Insured with 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).

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 Agreement 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 of 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 from this Agreement.

All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City:

City Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Copy to: **City of Mobile Finance Department**
Post Office Box 1827
Mobile, AL 36633-1827

And to Contractor: Board of Directors - National Maritime Museum of the Gulf
155 South Water Street
Mobile AL 36602
ATTN: Chair Michael Lee

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. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

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.

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.

The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations, and assurances necessary in order to abide by the terms of this Agreement.

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. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program. 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 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 therefrom.

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.

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

performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

Contractor's signatory below represents that she or he has all requisite power and authority to execute and deliver this Agreement on behalf of Contractor and to sufficiently legally bind Contractor to perform its obligations hereunder.

Contractor and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

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

CITY OF MOBILE, A Municipal Corporation

BY_____
William S. Stimpson, Mayor

ATTEST:

BY_____
Its City Clerk

I declare under penalty of perjury that all facts, figures, reports, budgets, request and supporting documentation submitted to procure public funds are true and correct. I further declare that I do so with a continued obligation to supplement said information.

BOARD OF DIRECTORS - NATIONAL MARITIME MUSEUM OF THE GULF OF MEXICO

BY Michael B Lee

PRINT NAME: Michael B Lee

ITS: Chair, Board of Trustees/Directors

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that **Michael Lee** whose name as **Chair of the Board of Directors** of the **National Maritime Museum of the Gulf of Mexico,** a non-profit corporation, is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance Contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 16th day of September, 2025.

(SEAL)

Erica L. Berger
Notary Public
State of Alabama At-Large
My Commission Expires:

STATE OF ALABAMA NOTARY PUBLIC
ERICA L. BERGER
My Commission Expires
September 15, 2026

Business Entity Records

National Maritime Museum of the Gulf of Mexico	
Entity ID Number	000-074-614
Entity Type	Domestic Non-Profit Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	03/04/1993
Registered Agent Name	ZODROW, TONY
Registered Office Street Address	155 S WATER ST MOBILE, AL 36602
Registered Office Mailing Address	P.O. BOX 3005 MOBILE, AL 36652-3005
Nature of Business	PROMOTE MARITIME HISTORY
Capital Authorized	
Capital Paid In	
Incorporators	
Incorporator Name	PEEBLES, E B III
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Transactions	
Transaction Date	01/29/1996
Legal Name Changed From	Maritime Museum of Mobile
Transaction Date	08/31/2004
Legal Name Changed From	Maritime Museum of Gulf of Mexico
Transaction Date	10/20/2014
Agent Mailing Address Changed From	* Added
Transaction Date	10/20/2014
Registered Agent Changed From	ST CLAIR, ALBERT R %MOBILE DOWNTOWN REDEV COMMISSION SUITE 10001 ONE ST LOUIS CENTRE MOBILE, AL 36602
Transaction Date	01/12/2015
Registered Agent Changed From	ZODROW, TONY 250 N WATER ST SUITE 131 MOBILE, AL 36602
Scanned Documents	
Purchase Document Copies	
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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: September 30, 2025

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Attached to this cover letter is a Construction Contract between the City of Mobile and PL Russell, LLC (Contractor) for the Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades, COM Project No. PR-029-22, for the amount of $2,757,500.00. The scope of work for this project includes landscape and hardscape improvements and enhances park functionality, aesthetics, and overall visitor experience while ensuring the space is structurally sound for public use. This project is funded primarily through a Gulf of Mexico Energy Security Act (GOMESA) allocation from the Alabama Department of Conservation and Natural Resources.

Amount of Contract:
$2,757,500.00

Funding Source
G-GOMESA

ATTACHMENTS:
1. 1-COVER LETTER_GL Upgrades_PR-029-22 JG
2. 0-RESOLUTION_GL Upgrades_PR-029-22
3. 2-CONTRACT_Great Lawn Upgrades_IFC
4. Legal Reviewed - Emails

REVIEWERS:
Jennifer Greene
Nicholas Amberger
Kelsi Tippery

Cherlina Monteiro
James Barber

September 22, 2025

Dear Councilmembers:

Attached to this cover letter is a **Construction Contract** between the City of Mobile and PL Russell, LLC (Contractor) for the **Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades**, COM Project No. PR-029-22, for the amount of **$2,757,500.00**. The scope of work for this project includes landscape and hardscape improvements to the Great Lawn of Cooper Riverside Park. This project aims to enhance the park's functionality, aesthetics, and overall visitor experience while ensuring the space is structurally sound for public use. This project is funded primarily through a Gulf of Mexico Energy Security Act (GOMESA) allocation from the Alabama Department of Conservation and Natural Resources.

We appreciate your continued support and communication on this important project. Please call either **Jennifer Greene** with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org or **Jake Clements** at 251-208-1138 or email at jake.clements@cityofmobile.com.

Respectfully,

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

2025

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, 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:	PL Russell, LLC.
PROJECT NAME:	Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
PROJECT NO:	PR-029-22
AMOUNT:	$2,757,500.00

Adopted:

_____
City Clerk

_____
Date

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK
GREAT LAWN UPGRADES

PROJECT NO. PR-029-22

SEPTEMBER 2025

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Sign Details ..... ATTACHMENT E

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Tax Exemption ..... ATTACHMENT G

GOMESA Component Award Tasks, Terms and Conditions ..... ATTACHMENT H

ADCNR Sub-ward GOMESA Grant Agreement #G-CMRPE/21/CM ..... ATTACHMENT I

ADCNR Sub-ward GOMESA Grant Agreement #G-CMRPEII/24/CM ..... ATTACHMENT J

ITEM I
INVITATION TO BID

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, AUGUST 27, 2025, and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	PR-029-22
Project:	Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project Description:	Landscaping, Hardscaping

Use of Gender. The use of any gender herein shall be deemed or include the other genders, and the use of the singular herein shall be deemed to be or include the plural (and vice versa), wherever appropriate.

Plans and Conract Documents are available and may be obtained by prime contractor bidders by emailing the Project Administrator at qsmith@moffattnichol.com. Printed copies of the Bidding Documents may be obtained from the Issuing Office (address: 11N Water Street, Suite 20220, Mobile, AL 36602, Ph 225-610-1933) with 24-hour notice (send notice to: qsmith@moffattnichol.com), during the hours indicated above, upon payment of a deposit of $175.00 for each set. Said cost represents the cost of printing, reproduction, handling, and distribution, therefore no refund will be granted. Cashier's checks for Bidding Documents shall be payable to "Moffatt & Nichol." Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor the Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

No Bid Packages and no Specifications 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 Wednesday, AUGUST 20, 2025.

A Mandatory Pre-Bid Conference will be held in the Commission Conference Chamber, 1st Floor, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, AUGUST 13, 2025 at 11:00 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 (e.g. entire bid package) are returned with the bid and the Proposal sheet attached.

Bidders are advised to carefully and thoroughly review the bid documents for the specific federal provisions that must be met over the course of the Project. The awarding of a contract

will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the Gulf of Mexico Energy Security Act ("GOMESA Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Gulf Coast states Act of 2006 (GOMESA Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the GOMESA Council Financial Assistance Standard Terms and Conditions, including any Special Award funding from the Gulf Of Mexico Energy Security Act ("GOMESA Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Gulf Coast States Act of 2006 (GOMESA Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the GOMESA Council Financial Assistance Standard Terms and Conditions, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions. Notwithstanding the above, neither ADCNR nor the GOMESA Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the GOMESA Council.

All bidders must make positive efforts to use small and minority owned business and women business enterprises. Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs. Bidders must pay special attention to the requirements of the City of Mobile Subcontractor and Major Supplier Plan. The City of Mobile requires that bidders comply with City Ordinance 4-034-2018 Chapter. Refer to 2 CFR 200.321 and the City of Mobile's Subcontractor and Major Supplier Plan included in the bid package for detailed language.

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the City of Mobile, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company registered to do business in Alabama 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 2022 Edition.

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).

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 one of the following: MU (Municipal & Utility) Major Classification; MU-S with Recreation Areas, Site Work Grading, and Concrete; HS (Highways & Streets) Major Classification; or HS-S with Site Work, Earthwork, and Concrete 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 **MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES**, City of Mobile Project No. **PR-029-22**, in the City of Mobile, Alabama".

Bid schedule - Subject to change with notice on www.cityofmobile.org/bids
Advertisement: Wednesday, 7/16/25 - Wednesday, 7/30/25
Mandatory Pre-Bid Meeting: Wednesday, 8/13/25 at 11am, Commission Conference Chamber, Govt. Plaza
Pre-Bid Questions Due: Wednesday, 8/20/25 at 12pm
Bid Opening: Wednesday, 8/27/25 at 2:30pm, Commission Conference Chamber, Govt. Plaza

PLEASE PUBLISH IN THE ISSUES OF: LAGNIAPPE JULY 16, 2025, JULY 23, 2025, & JULY 30, 2025.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents. BIDS SHALL REMAIN VALID FOR 90 DAYS AFTER BID OPENING.

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, 2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive 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. Bid bond shall remain valid for 90 days after bid opening.

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 **Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades**, City of Mobile Project No. **PR-029-22**, 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:

Unless otherwise specified, a bidder must submit evidence that he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. 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 one of the following: MU (Municipal & Utility) Major Classification; MU-S with Recreation Areas, Site Work Grading, and Concrete; HS (Highways & Streets) Major Classification; or HS_S with Site Work, Earthwork, and Concrete 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 of Mobile.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Project Manager 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 Project Manager 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 Project Manager 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 Project Manager 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 Project Manager. 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 Project Manager 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 Project Manager 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.

22. GRANT INFORMATION:

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the Gulf Of Mexico Energy Security Act ("GOMESA Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Gulf Coast states Act of 2006 (GOMESA Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the GOMESA Council Financial Assistance Standard Terms and Conditions, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions. Notwithstanding the above, neither ADCNR nor the GOMESA Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the GOMESA Council.

INFORMATION FOR BIDDERS RELATED TO GOMESA ACT FUNDING

A. MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) REQUIREMENTS: Documentation of compliance with the MBE/WBE requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence; MBE/WBE requirements and

required documentation are outlined in ADCNR Required Attachments Section of the Contract Documents. Failure on the part of the contractor to submit proper documentation may cause the Owner to not execute or to terminate the contract.

Project Name: MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES, COM PROJECT NO. PR-029-22

Bid Opening Date: 8/27/25

Required Items Checklist

The following items are required with your bid proposal in order for it to be deemed responsive. For more information, please see Invitation to Bid and Instructions to Bidders. Please fill out this checklist and acknowledge that each item is present by initialing each line. This form must be included as the first page in your bid proposal.

Note: We ask that Contractors TAB and LABEL each required item to increase efficiency at bid opening.

Initial *Required Item*

RT (1) Attendance at Pre-Bid Meeting

RA (2) Correct project name and information on sealed envelope (see pg. 5)

(3) Proof of required State of Alabama Contractor's License (see pg. 5)

(4) Entire bound bid contract as received from consultant engineer (see pg. 3)

(5) Each addendum signed and acknowledged (see City of Mobile Bid Website for links)

(6) Bid Bond or Check for 5% of amount bid (max $10,000) (see pg. 4, 22)

(7) DBE Subcontracting and Major Supplier Plan (form - pgs. 62-67)

(8) E-Verify Affidavit (Form – pg. 68)

(9) Accounting of Sales Tax form (pg. 78)

(10) Federal-Aid Funded Projects (form – pg. 175)

(11) UEI Documentation and SAM.gov Verification (see pg. 4, 12; form – pg. 243)

(12) FFATA Disclosure Statement (form – pg. 244)

(13) Proposal Form (pgs. 13-21)

Helpful reminders:

1. Each required form must be filled out correctly for the bid to be considered responsive.
2. The subcontractors on your DBE Subcontracting Plan must match the UEI and SAM.gov verification form.
3. Note all changes released in addendums, including any form replacements or updated bid contract language. Errors or omissions may result your bid being considered unresponsive.
4. Proposals must be returned on the appropriate form provided by the City of Mobile. Do not create your own proposal form.
5. Make sure the numbers on your bid form match the written version of the number. The written number will be used if there is a discrepancy.

Prepared by: Ben Russell Job Title: President

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 8/27/2025

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 Project Manager, as well as the premises

Project No: PR-029-22
Project Name: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project Description: Landscape and Hardscape.
Major work items include: Concrete

The Bidder further agrees to construct the improvements in **180 working days (Base Bid)** as chosen by the City.

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, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted 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 Moffatt & Nichol, Project Manager - Sai Kiran Duvvuri, PE, Email – sduvvuri@moffattnichol.com. In order to receive consideration, the request must be received before 12:00 p.m. on August 20, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

Project No. PR-029-22

MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK

GREAT LAWN UPGRADES

ITEMS FOR BID

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
GENERAL CONDITIONS	1.1	1	LUMP SUM	General requirements (Mobilization / Demobilization), bonds, insurances, project administration and management, temporary facilities, construction surveying, record drawing (as-builts) (Not to Exceed 6% of base bid)	ONE HUNDRED For EIGHTY THOUSAND Dollars And ZERO Cents	180,000.00	180,000.00
GENERAL CONDITIONS SUBTOTAL					For ONE HUNDRED EIGHTY THOUSAND Dollars And ZERO Cents		180,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
REMOVALS / DEMOLITIONS	2.1	1	LUMP SUM	Demolish luminaires, light pole foundations and electrical lighting conductors as specified on Demo plans. Remove and salvage specified luminaires and light poles. See electrical demolition sheet ED101 and electrical schedule sheet E-601.	ONE THOUSAND For FIVE HUNDRED Dollars And ZERO Cents	1,500.00	1500.00
	2.2	1	LUMP SUM	Remove and salvage for reuse existing site furnishings, wrought iron fencing and gates, cable guardrail, and flag poles, and other remaining site furnishings not listed specifically. Refer to sheet G-101.	For NINE THOUSAND Dollars And ZERO Cents	9000.00	9000.00
	2.3	1	LUMP SUM	Demolish masonry seat-walls, planter walls, and flagpole foundations. See plans and details.	For SEVENTEEN THOUSAND Dollars And ZERO Cents	17,000.00	17000.00
	2.4	1	LUMP SUM	Demolish existing concrete pavement, includes sawcutting pavement where indicated, salvage base material for reuse.	For THIRTY THOUSAND Dollars And ZERO Cents	30,000.00	30000.00
	2.5	1	LUMP SUM	Remove existing trees, clearing and grubbing existing lawn, shrubbery and other existing ground covered areas shown on plans.	For FIVE THOUSAND Dollars And ZERO Cents	5,000.00	5000.00
REMOVALS / DEMOLITIONS SUBTOTAL					SIXTY-TWO THOUSAND For FIVE HUNDRED Dollars And ZERO Cents		62,500.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
TEMPORARY FENCING AND EROSION CONTROL MEASURES	3.1	1	LUMP SUM	Furnish, install, and maintain temporary 6' chain-link construction security fencing throughout construction. Gates include (if applicable) See plans for location.	For SIX THOUSAND Dollars And ZERO Cents	6000.00	6000.00
	3.2	1	LUMP SUM	Furnish, install and maintain sediment & erosion control measures per plans and CBMPP, ADEM and CITY land disturbance requirements. See plan sheet CE101.	FORTY-FIVE For THOUSAND Dollars And ZERO Cents	45000.00	45000.00

	3.3	1	LUMP SUM	Furnish, install and maintain tree protection. See Plans and Details.	For SIX THOUSAND Dollars And ZERO Cents	6000.00	6000.00
TEMPORARY FENCING AND EROSION CONTROL MEASURES SUBTOTAL					For FIFTY-SEVEN THOUSAND Dollars And ZERO Cents		57,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
SITE PREPARATION	4.1	1	LUMP SUM	Earthwork, grading and excavation, fine grading.	For ONE HUNDRED TEN THOUSAND Dollars And ZERO Cents	110000.00	110000.00
	4.2	1	LUMP SUM	Planting soil, topsoil, and fiber soils per planting schedule and specifications. See plans and details.	For SEVEN THOUSAND Dollars And ZERO Cents	7000.00	7000.00
SITE PREPARATION SUBTOTAL					For ONE HUNDRED SEVENTEEN THOUSAND Dollars And ZERO Cents		117,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
CONCRETE PAVEMENT	5.1	1	LUMP SUM	6" Concrete pavement with reinforcement, includes thickened edge, joints and aggregate sub-base shown on plans and details.	For SEVEN HUNDRED SEVEN THOUSAND Dollars And ZERO Cents	707000.00	707000.00
	5.2	1	LUMP SUM	Concrete topping coat to be installed over existing beam supported concrete deck. Includes roughening existing deck and delegated topping coat concrete design mix to be provided by contractor. See plans and details for location.	For TWENTY-SEVEN THOUSAND Dollars And ZERO Cents	27000.00	27000.00
	5.3	1	LUMP SUM	Concrete bench pads, dimensions vary, includes reinforcement and aggregate sub-base shown on plans and details.	For TWENTY-ONE THOUSAND Dollars And ZERO Cents	21000.00	21000.00
	5.4	1	LUMP SUM	Concrete foundation pad for Iberville statue, dimensions vary, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	For EIGHTEEN THOUSAND Dollars And ZERO Cents	18000.00	18000.00
	5.5	1	LUMP SUM	Concrete light pole pedestals, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	For THIRTY-SEVEN THOUSAND Dollars And ZERO Cents	37000.00	37000.00
	5.6	1	LUMP SUM	Concrete flag pole foundations, includes reinforcement and aggregate sub-base shown on plans and details.	For SIXTEEN THOUSAND Dollars And ZERO Cents	16000.00	16000.00
CONCRETE PAVEMENT SUBTOTAL					For EIGHT HUNDRED TWENTY-SIX THOUSAND Dollars And ZERO Cents		826,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
CONCRETE STEPS AND WALLS	6.1	1	LUMP SUM	Curved concrete integral seat wall with architectural concrete, form liner detailing, reinforcement, and aggregate base. Includes integral concrete steps that bisect the seat wall and its handrails. Backfill behind wall to be included in bid item 5.1 above.	EIGHTY-SEVEN For THOUSAND Dollars And ZERO Cents	87000.00	87000.00
	6.2	1	LUMP SUM	Concrete steps and adjacent cheek walls that bisect existing planter walls, includes handrails, reinforcement, and aggregate sub-base shown on plans and details. Upper landings to be included in bid item 6.1 above.	SIXTY-SEVEN For THOUSAND Dollars And ZERO Cents	67000.00	67000.00
	6.3	1	LUMP SUM	Concrete access ramp and integral cheek walls, includes reinforcement, aggregate sub-base, pavement joints as shown on plans and details. Backfill behind walls to be included in 5.1 above.	TWENTY-FOUR For THOUSAND Dollars And ZERO Cents	24000.00	24000.00
	6.4	1	LUMP SUM	Concrete planter wall at northeast park entrance, includes reinforcement, aggregate base, and dowels to connect into existing planter walls at two ends. Backfill behind walls to be included in 5.1 above.	THIRTY-FOUR For THOUSAND Dollars And Cents	34000.00	34000.00
	6.5	1	LUMP SUM	Concrete planter wall and integral steps at south project area by amphitheater.	FIFTY For THOUSAND Dollars And ZERO Cents	50000.00	50000.00
CONCRETE STEPS AND WALLS SUBTOTAL					TWO HUNDRED SIXTY-TWO For THOUSAND Dollars And ZERO Cents		262,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
MASONRY	7.1	1	LUMP SUM	Entrance columns with brick masonry, includes new concrete footings and mounting hardware required to connect refurbished wrought iron gates and fence panels to new entrance columns.	FORTY-SEVEN For THOUSAND Dollars And ZERO Cents	47000.00	47000.00
	7.2	1	LUMP SUM	Cleaning of existing concrete pavement and masonry within park. See plans for locations.	For FIFTEEN THOUSAND Dollars And ZERO Cents	15000.00	15000.00
MASONRY SUBTOTAL					For SIXTY-TWO THOUSAND Dollars And ZERO Cents		62,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
SITE FURNISHINGS	8.1	1	LUMP SUM	Installation of Owner Furnished statues. Includes necessary hardware and cleaning of statues installed on new concrete statue pedestals and/or foundation pads. See plans and details.	For TEN THOUSAND Dollars And ZERO Cents	10000.00	10000.00
	8.2	1	LUMP SUM	Installation of Owner Furnished benches and waste receptacles. Includes necessary hardware to mount furnishings to pads or concrete pavement. See plans and details. Refurbishment of salvaged benches and waste receptables shall be included in bid item 9.6 below.	For SEVENTEEN THOUSAND Dollars And ZERO Cents	17000.00	17000.00
	8.3	1	LUMP SUM	Installation of Owner Furnished historic sign and bronze plaque.	For THREE THOUSAND Dollars And ZERO Cents	3000.00	3000.00
	8.4	1	LUMP SUM	Installation of salvaged wrought iron fencing and gates. Includes gate widening (for northeast entrance) and furnishing new mounting hardware and brackets. Refurbishment of salvaged fencing and gates shall be included in bid item 9.6 below.	For TWENTY-FOUR THOUSAND Dollars And ZERO Cents	24000.00	24000.00
	8.5	1	LUMP SUM	Installation of new flag poles.	For ONE HUNDRED FORTY-TWO THOUSAND Dollars And ZERO Cents	142000.00	142000.00
	8.6	1	LUMP SUM	Metal product refurbishing. Contractor shall inspect salvaged metal furnishings at CITY Yard. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs and/or reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings as part of this bid item in lieu of refurbishing them. This bid item includes benches, waste receptacles, and wrought iron fencing and gates. Guardrail refurbishment shall be included in bid item 10.1 below. Light poles refurbishment shall be included in bit item 13.1.	For TWENTY-FOUR THOUSAND Dollars And ZERO Cents	24000.00	24000.00
SITE FURNISHINGS SUBTOTAL					For TWO HUNDRED TWENTY THOUSAND Dollars And ZERO Cents		220,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
GUARDRAIL SYSTEMS	9.1	1	LUMP SUM	Installation of salvaged cable guardrail to be located along river bulkheads. Contractor shall inspect salvaged cable guardrail components located at CITY yard. Bid shall include utilizing existing guardrail cables, support posts, tensioners, etc. Contractor shall include new post support brackets in bid to flush mount the guardrail onto concrete pavement. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs, and or/reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged guardrail with new cable guardrail system as described in bid item 10.2 as part of this bid item in lieu of refurbishing the existing salvaged guardrails.	TWO HUNDRED EIGHTY-FOUR For THOUSAND Dollars And ZERO Cents	284,000.00	284000.00
	9.2	1	LUMP SUM	Fabrication and installation of new cable guardrail system to be located along lower level and transition levels of river bulkhead. See plans and details.	ONE HUNDRED ELEVEN For THOUSAND Dollars And ZERO Cents	111,000.00	111,000.00
GUARDRAIL SYSTEMS SUBTOTAL					THREE HUNDRED NINETY-FIVE For THOUSAND Dollars And ZERO Cents		395,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
LANDSCAPING	10.1	1	LUMP SUM	Furnish and Install trees, shrubs, perennials, and groundcover. See planting schedule on sheet LP501 for quantity and information. Include furnishing and installing mulch and root barrier. Includes maintenance through warranty period. Planting bed preparation and soils to be included in bid item 5.2 above.	FIFTY-THREE For THOUSAND Dollars And ZERO Cents	53,000.00	53000.00
	10.2	1	LUMP SUM	Furnish and install turf grass. See planting schedule on sheet LP501 for information. Includes maintenance through warranty period. Topsoil and fiber soil to be included in bid item 5.2.	SIXTY-SEVEN For THOUSAND Dollars And ZERO Cents	67000.00	67,000.00
	10.3	1	LUMP SUM	Repair, reconnect, and expand existing irrigation system to include new lawn and planting areas. Includes design and construction of system.	THIRTY-FIVE For THOUSAND Dollars And ZERO Cents	35000.00	35000.00
LANDSCAPING SUBTOTAL					ONE HUNDRED FIFTY-FIVE For THOUSAND Dollars And ZERO Cents		155 000.00

BID ITEM	BID ITEM NO.	BID QTY	IBD UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
SITE DRAINAGE	11.1	1	LUMP SUM	Remove existing drainage inlet, provide new drainage inlet or reuse existing if suitable. (includes backfill)	For EIGHT THOUSAND Dollars And ZERO Cents	8000.00	8000.00

	11.2	1	LUMP SUM	Wall underdrain systems. Repair existing wall underdrains where impacted by new step locations. Provide complete system with fittings, filter sock to reconnect new underdrains to existing pipes. Provide new underdrains, geotextile fabric and washed drainage stone behind new planter walls per plans and details. Provide connection to existing storm line with solid PVC drain line.	For TWENTY-THREE THOUSAND Dollars And ZERO Cents	23000.00	23000.00
SITE DRAINAGE SUBTOTAL					For THIRTY-ONE THOUSAND Dollars And ZERO Cents		31,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
ELECTRICAL	12.1	1	LUMP SUM	Furnish and install light poles, luminaires, and mounting arms. See plan sheet E-101 and fixture schedule sheet E-601. Include refurbishment of salvaged light poles and fixtures. Refurbishment of metal light poles includes repairing damaged sections with new materials, welding repairs, and/or reinforcement. Contractor shall include in bid sand blasting all salvaged materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings in lieu of refurbishing them.	THIRTY-FIVE For THOUSAND Dollars And ZERO Cents	350000.00	350 000.00
	12.2	1	LUMP SUM	Electrical conduits, conductors, with trenching, backfill, and handholes for complete site electrical integration with existing electrical infrastructure.	For FORTY-TWO Dollars And ZERO Cents	42000.00	42000.00
ELECTRICAL SUBTOTAL					THREE HUNDRED NINTY-TWO For THOUSAND Dollars And ZERO Cents		392,000.00
BASE BID					TWO MILLION SEVEN HUNDRED FIFTY-NINE For THOUSAND FIVE HUNDRED Dollars And ZERO Cents		2,759,500.00

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 PL RUSSELL

SIGNATURE

DATE 8/27/25

UNIT PRICES

The following unit prices will be used to establish costs for changes to the contract. Provide the following unit prices based on the plans, details and specifications.

1.	Surplus and or unsuitable soil material hauled off site.	50	cubic yard	$45.00
2.	Remove hose bib, cap existing connection. Install new hose-bib. Assume 20 feet of 5/8" diameter new PVC water service, connect to existing and provide hose bib attached to wood post.	1	each	$1500.00
3.	Furnish and place borrow material meeting classification of imported structural fill.	50	cubic yard	$35.00
4.	Aggregate Base with Geotextile – 6" thick aggregate base course, including installation of geotextile fabric beneath the base. Work shall be inclusive of all labor, materials, equipment, and incidentals required for complete installation.	500	Square yard	$45.00

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging)

1, 2, and 3

BASE BID: $2,759,500.00

CONTINGENCY ALLOWANCE: + $50,000.00

TOTAL BASE BID: $2,809,500.00
(Fill in here and in Total Bid below)

TOTAL BASE BID: $ 2,809,500.00

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars ($ N/A)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars ($ N/A)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

Base Bid

Total (All items listed in Proposal) 2,809,500.00

Written in words TWO MILLION EIGHT HUNDRED NINE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS.

Number of calendar days to complete 180

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder _____
(If a Corporation)

By _____
President

BEN RUSSELL
Print

_____
Secretary

_____
Print

_____
Treasurer

_____
Print

Business Address 251 SAINT ANTHONY ST MOBILE, AL 36603

Business Address _____

Business Address _____

(Corporate Seal)

ATTEST: _____
Secretary

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

5754
State License Number

Corporate Seal

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 57754

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

PL RUSSELL LLC

MOBILE, AL 36603

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

HS: HIGHWAYS AND STREETS, MU-S: DRAINAGE AND CULVERT, SC: CONCRETE

until May 31, 2026 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.

8th day of May, 2025

216871

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That PL Russell, LLC
(Name of Contractor)
251 Saint Anthony St., Mobile, AL 36603
(Address)
as Principal, and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(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 make, 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 ***Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades***, **City of Mobile Project No. *PR-029-22.***

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 August 27, 2025 (Date)
PL Russell, LLC
By: (Contracting Firm)

Witness as to Principal By: (SEAL)

Western Surety Company (Name of Surety)

COUNTERSIGNED: Billie Jo Sanders, Attorney-in-Fact

Alabama Resident Agent By Billie Jo Sanders

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of August, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

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

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we PL Russell, LLC
251 Saint Anthony Street, Mobile, Alabama 36603 as Principal and Western Surety Company
151 N. Franklin Street, Chicago, IL 60606 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Two Million, Seven Hundred Fifty-Seven Thousand, Five Hundred & 00 Dollars ($ 2,757,500.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for Mobile Riverfront Redevelopment
Cooper Riverside Park, Great Lawn Upgrades, PR-029-22 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

PL Russell, LLC
(Corporate Name)

BY: _____
(Signature)

ATTEST: Gwen Logan
(Signature)

Gwen Logan (Print)

ITS: Secretary

BEN RUSSELL
(Print)

ITS: PRESIDENT
(Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

ATTEST: Kathryn Hilton
(Signature)

Renee Ellis
(Print)

ITS: Attorney in Fact
(Title)

Kathryn Hilton (Print)

ITS: Witness

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we PL Russell, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606

(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 Two Million, Seven Hundred Fifty-Seven Thousand, Five Hundred and 00 dollars ($ 2,757,500.00), 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 _____, 20__, entered into a Contract with the Owner for Mobile Riverfront Development, Cooper Riverside Park, Great Lawn Upgrades, City of Mobile which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

PL Russell, LLC
(Corporate Name)

BY: _____
(Signature)

ATTEST: _____
(Signature)

Ben Russell
(Print)

Gwen Logan (Print)

ITS: President
(Title)

ITS: Secretary
(Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

ATTEST: _____
(Signature)

Renee Ellis
(Print)

ITS: Attorney in Fact
(Title)

Kathryn Hilton (Print)

ITS: Witness
(Title)

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Turner Insurance & Bonding Co.

PATRIOT | PARTNER AGENCY

445 Dexter Avenue, Suite 5030 Montgomery, AL 36104	PO Drawer 230789 Montgomery, AL 36123	**Office** (334) 244-0004	**Fax** (334) 244-0350	**Web** Turnerfirst.com

September 9, 2025

City of Mobile
P.O. Box 1827
Mobile, Alabama 36603

Re: PL Russell, LLC
Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project Number: PR-029-22

To whom it may concern:

As a representative of Western Surety Company regarding the above-mentioned performance and payment bonds for PL Russell, LLC. I give City of Mobile the authority to date the Power of Attorney for the above referenced project that is attached to each bond the same date the bonds and contracts are executed.

If you would be so kind, please let me know what date you use. If you would like, you can email this information to me at rellis@turnerfirst.com.

If you need anything further, please do not hesitate to contact me.

Regards,

Renee Ellis

Renee Ellis

INSTRUCTIONS

1. The full name (given, initial, surname) and residence of each individual party to the Bond must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named), and all partners must execute the Bond as individuals.
3. The State of Incorporation of each corporate party to bond must be inserted in the first paragraph, and the Bond must be executed under the Corporate Seal of each party attested by its Secretary or other appropriate Officer.
4. The date of the Bond must not be prior to the date of the Contract.
5. All bonds must be originals.

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:

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 Project Manager, 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 Project Manager. 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 Programs and Project Management and/or 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 Programs and Project Management Department, might hinder or prevent the prompt completion of additional work if awarded.

    b. Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

    c. Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management 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 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 Programs and Project Management Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile.
6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management 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 Programs and Project Management Department. This maintenance for a one year period shall be provided with no additional compensation.**
12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Project Manager.
13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management 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 and/or Reclaimed/Recycled Asphalt 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 Project Manager or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Project Manager 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 Project Manager 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 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. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Project Manager. 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, 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 Programs and Project Management 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 Project Manager shall retain one set. Prints and/or tapes shall be delivered to the City Project Manager 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. Work/payment may be halted by the City Project Manager, until control measures are properly addressed. Contractor shall be held for any resulting delays.

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 Best Management Practices (BMP) 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.

49. Any fines, penalties, or judgments accessed 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.
50. 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.
51. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
52. Workmen shall wear reflectorized vests, shirts or jackets.
53. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.
54. 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.
55. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile.
56. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
57. 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.
58. 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.
59. 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.
60. All traffic control configurations shall be restored to their original patterns, unless

otherwise directed by the Traffic Engineering Director.

61. 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.
62. 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.
63. 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.
64. 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.
65. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.
66. 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 _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and PL Russell, LLC. , 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: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project No: PR-029-22
Project Description: Landscaping and Hardscaping
Major work items include: Concrete

City of Mobile Project Number **PR-029-22**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $2,757,500.00) 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) 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 appointed assistants.

CITY PROJECT MANAGER:

(7) Whenever the word "City Project Manager" is used, it shall refer to the City Project Manager for the City of Mobile or appointed assistants.

ENGINEER:

(8) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **Moffatt & Nichol.**

AUTHORITY OF THE CITY PROJECT MANAGER AND CITY ENGINEER:

(9) The City Project Manager and/or 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 Project Manager and/or 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:

(10) 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", 2022 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 Project Manager and/or CITY ENGINEER or as noted herein.

ARBITRATOR:

(11) Both parties to this contract hereby agree that the City Project Manager and/or 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 Project Manager and/or CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(12) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the City Project Manager and/or CITY ENGINEER.

WAGE SCALE:

(13) 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:

(14) The City Project Manager and/or 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 Project Manager and/or CITY ENGINEER.

The City Project Manager and/or CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(15) 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 Project Manager and/or CITY ENGINEER at any time prior to the completion of the work and its acceptance by the City Project Manager and/or CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

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

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(17) 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 Project Manager and/or 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:

(18) 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:

(19) All work shall be done according to the direction of the City Project Manager and/or CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(20) 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:

(21) If, in the opinion of the City Project Manager and/or 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 Project Manager and/or 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 Project Manager and/or 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:

(22) 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 Project Manager and/or CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the City Project Manager and/or 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 Project Manager and/or CITY ENGINEER, to ensue, the City Project Manager and/or 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:

(23) 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:

(24) 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:

(25) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned,

and shall render to the City Project Manager 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 Project Manager 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:

(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.

SOURCE OF FUNDS FOR PAYMENT:

(27) The source of funds for payment by City under this contract is GOMESA. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

(29) 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.

NON-DISCRIMINATION REQUIREMENTS:

(30) No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. Statutory Provisions

    a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

    b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

    c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

    d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

    e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"}, prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local

governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

f. Any other applicable non-discrimination law(s).

2. Regulatory Provisions

a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Treasury Title IX regulations, 31C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. Other Provisions

a. Parts II and Ill of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of§§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO11246 (41 C. F.R. § 60-l.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-l(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a

violation of law, rule, or regulation related to a federal contract {including the competition for or negotiation of a contract) or grant:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency;

f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

GOVERNING LAW AND VENUE:

(31) 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:

(32) 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.

RECORDS RETENTION REQUIREMENTS:

(33) The contractor must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the contractor has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors and subcontractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;

c. All documentation of site visits, reports, audits, and other monitoring of contractors

(vendors) and subrecipients;

d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;

e. Any reports, publications, and data sets from any research conducted under this Award.

(34) If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

(35) If the contractor is authorized to enter into contracts to complete the approved scope of work, the contractor must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

(36) If the contractor is authorized to make subawards, the contractor must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

TERMINATION FOR "CAUSE" AND "CONVENIENCE" CLAUSE:

(37) For Cause

In the event that any of the provisions of this Contract are violated by Contractor, or by any of his Subcontractors, the Owner may serve written notice the Contractor and Surety of its intention to terminate the Contract, such notices contain the reasons for such intention to terminate the Contract, and unless within (10) days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement of correction be made, the Contract shall, the expiration of said ten (10) days, cease and terminate. In the event of any termination, the Owner shall immediately serve notice thereof upon the Surety and Contractor and the Surety shall have the right to take over and perform the provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, Owner may take over the work and prosecute the same to completion by contract force account for the account and at the expense of the Contractor and the and his Surety shall be liable to the Owner for any excess cost occasioned thereby, and in such event the Owner may take possession of and utilize in the work, such materials, appliances and plant as may be on the site of the necessary therefore.

(38) For Convenience

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the provided herein, the Contractor will be paid for the time provided and expenses up to the termination date.

NOTICE OF AWARD AND NOTICE TO PROCEED:

(39) The award of the Contract, if it is to be awarded, will be by the Owner to the lowest responsible Bidder whose Proposal shall comply with all the requirements necessary to render it formal. The successful Bidder will be notified by letter, mailed to the address shown on his Proposal, that his bid has been accepted and that he has been awarded the Contract. Award will be

made within 90 days after bids are received unless otherwise stated in the Special Provisions. This period may be extended if mutually agreeable to Owner and Contractor.

The Owner, before awarding the Contract, may require a reviewed financial statement. If, in the opinion of the Owner, this statement does not justify the award, the Owner reserves the right to reject the low bid. The reviewed financial statement shall contain, as a minimum, a review of financial statements including performing inquiry and analytical procedures that provide the Owner with a reasonable basis for expressing limited assurance that there are not material modifications that should be made to the statements in order for them to be in conformity with generally accepted accounting principles or, if applicable, with any other comprehensive basis of accounting. The financial statement shall be submitted within 10 days of the Owner's request.

Should it be necessary to eliminate part of the Work in order to award the Contract within the funds available for construction, the Owner reserves the right to designate the portion of the Work to be omitted. The amount of deduction will be determined by multiplying the quantity of items omitted by the unit price or lump sum bid for such items, or by negotiation. The Contract shall be signed by the successful Bidder and returned to the Engineer with satisfactory Contract Bonds within 10 days after the date of Notice of Award.

CHANGE ORDERS:

(40) As Outlined

A. Extra Work as herein before defined, when authorized and accepted will be paid for in accordance with the following:

    1. The Contractor shall submit to the Owner or its authorized representative a written agreement for the Work to be done and basis of payment (lump sum, force account or unit price), and submit the same to the Owner for authorization to perform such Extra Work.

        a. When Extra Work is authorized to be paid for on a lump sum basis, the Contractor shall compute the percentage done each month and submit with the monthly estimate, a detail sheet showing this percentage and the amount due.

        b. When Extra Work is authorized to be paid for on a unit price basis, the Contractor shall include on each monthly estimate the amount of Work done that month.

        c. When Extra Work is authorized to be paid for on a Force Account basis, the Contractor shall furnish itemized statements to the Engineer of the cost of all Force Account work, which shall include a certified copy of the weekly payroll and original receipted bills for all materials used and freight charges paid on same, provided that where materials used are not specifically purchased for use on Extra Work but are taken from the Contractor's stock, the Contractor shall submit an affidavit of the quantity, price, and freight on such materials in lieu of original bills and invoices, which affidavit must be approved by Engineer.

B. With each monthly estimate on Work paid for on a Force Account basis, the Contractor shall submit in duplicate a detailed statement showing the following:

1. Name, class, date, number of hours worked each day, total hours, rate and extension for each laborer and foreman engaged.
2. Designation, number of hours worked each day, total hours, rental rate and extension for each truck, and unit of machinery engaged.
3. Quantity of materials, price and extension.
4. Freight on materials.
5. When the Extra Work is complete, the cost of Property Damages, Liability, Worker's Compensation and Unemployment Insurance.

C. All Extra Work done by Force Account will be paid for in the following manner:

1. For all labor, and foreman in direct charge of the specific work, the Contractor shall receive the current local rate of wage, to be agreed upon in writing before beginning work, for each and every hour that said labor, teams and foreman are actually engaged in such work; to which shall be added an amount equal to 10 percent thereof. No allowance shall be made for general superintendent and use of small tools and ordinary equipment.
2. For the cost of Property Damage, Liability, Worker's Compensation and Unemployment Insurance required for Force Account Work, the Contractor shall receive the actual cost to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.
3. For materials, the Contractor shall receive the actual cost of such material delivered to the Work, including the freight charges, as shown by original receipted bills; to which shall be added an amount equal to 10 percent of the sum thereof.
4. For any machinery or special equipment other than small tools, including pertinent fuel and lubricants, which it may be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental price to be agreed upon in writing before such work is begun, for the time that such equipment is in use on the Work and to which sum no percentage shall be added.
5. No Extra Work will be paid for unless unit prices or wages have been agreed upon in writing before such work is started. The compensation as above provided in 1, 2, 3, and 4 shall be accepted by the Contractor as payment in full for Extra Work done on a Force Account basis including superintendence, general expense, overhead, use of tools and equipment for which no rental is allowed, Contract Bonds and profit.

EQUAL EMPLOYMENT:

(41) 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.

INDEMNIFICATION

(42) 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.

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.

CONTRACTOR:

_____

WITNESSES:

AN INDIVIDUAL

_____ _____(Print)

_____(Print)

_____

CONTRACTOR: **(IF CORPORATION)**

PL Russell (Print)

BY: _____

ITS PRESIDENT

Ben Russell (Print)

ATTEST:

Gwen Logan

ITS SECRETARY

Gwen Logan (Print)

9/15/25

DATE

Corporate Seal

CITY OF MOBILE

BY: _____

ITS MAYOR

ATTEST:

BY: _____ _____(Print)

CITY CLERK

_____(Print) _____

DATE

STATE OF ALABAMA
CITY OF MOBILE

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Ben Russell, whose name is signed to the foregoing instrument in the capacity of President of PL Russell 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 notarial seal on this the 15 day of Sept, 2025.

NOTARY PUBLIC

My Commission Expires: 4/28/29

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 Project Manager, 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.

ATTACHMENT “A”

LOCATION

Figure 1: Project Location marked by yellow pin and outline.

ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICTIONS

PLRUSSE-01 ABROWNLEE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/9/2025

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	CONTACT NAME: Allison G Brownlee
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3602 FAX (A/C, No): E-MAIL ADDRESS: abrownlee@turnerfirst.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Benchmark Insurance Co.	41394
INSURER B : Ala Branch of AGC of Amer Inc SIF #0100R A-VI	055028
INSURER C : Lloyd's of London	32727
INSURER D : RSUI Indemnity Company	22314
INSURER E :	
INSURER F :	

INSURED

PL Russell LLC
P.O. Box 1623
Mobile, AL 36606

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	CPP02292	7/15/2025	7/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	BAP02293	7/15/2025	7/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	XLP02294	7/15/2025	7/15/2026	EACH OCCURRENCE AGGREGATE Aggregate	$ 2,000,000 $ $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	MA690-2025-AL	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liabili			ANE520221625	7/15/2025	7/15/2026	Professional/Polluti	1,000,000
D	Commercial Umbrella	X	X	NHA607946	7/15/2025	7/15/2026	Excess Umbrella	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
City of Mobile Project No. PR-029-22
City of Mobile is included as an Additional Insured as respects General Liability, Auto Liability, and Umbrella Liability on a primary and non-contributory basis where required by written contract. A Waiver of Subrogation applies in favor of City of Mobile as respects General Liability, Auto Liability, Umbrella, and Workers' Compensation/Employer's Liability. General Liability limits apply on a per project basis. Thirty (30) day notice of cancellation applies where required by written contract. Coverage includes Workers' Compensation/Employer's Liability, General Liability, Automobile Liability, and Excess/Umbrella Liability as required by contract.

CERTIFICATE HOLDER

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

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

David J Deutsch

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ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: PL Russell	Certified DBE: YES (NO)	Contract Start Date: 1/1/2026
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT
FEB	MAY	AUG	NOV
MARCH	JUNE	SEPT	DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

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

PRINT NAME: _____

SIGNATURE: _____ _____ ___/___/____
(Title) (Date)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	PL Russell LLC
Address	251 Saint Anthony St Mobile, AL 36603
Telephone	251-385-6091
E-Mail	info@plrussell.com

RFP/RFQ Solicitation Number	PR 024-22
Project Description	Mobile Riverfront Redevelopment
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 14 Female 2 Minority 8 Non-minority 8 SDVO _____ Total #of Employees 16

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Ben Russell

Signature: _____ Date: 8/22/25

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: Ben Russell Title: President

Email: ben@plrussell.com Phone: 251-385-6091

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 PL Russell Your Bid/Proposal Amount $ 2757,500.00 Date: 8/27/25

8 / 27 / 25 Description Mobile Riverfront Redevelopment

Name of Bidder/Proposer: PL Russell

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
Hog Concrete		Concrete Supplier	$207530.00	8%	Yes	
Hughes Companies		Trucking/Aggregates	$81,000.00	3%	Yes	
White Cap		Material Supplier	$172,200.00	6%	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: PL Russell

Contact Person: Ben Russell Phone 251-599-1146 Email benrplrussell.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 Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ 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 BEN RUSSELL (affiant) who, being duly sworn says as follows:

President/CEO of PL RUSSELL.

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 PL RUSSELL 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 COMPANY is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 2306613.

CEO of PL RUSSELL

Sworn to and subscribed before me this the 27 day of AUGUST, 2021

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

Signature and Seal of Notary Public

AMELIA RUSSELL NOTARY PUBLIC ALABAMA STATE AT LARGE

Company ID Number: 381201 **Client Company ID Number:** 2306613

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the PL Russell, LLC (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status
(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment.
Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

   a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

   b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

   a. Automated verification checks on alien employees by electronic means, and

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent’s E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of

DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. PL Russell, LLC (Employer) hereby designates and appoints Employee Liability Management, Inc. (E- Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 381201 **Client Company ID Number:** 2306613

Approved by:

Employer PL Russell, LLC	
Name (Please Type or Print) Benjamin Russell	**Title**
Signature Electronically Signed	**Date** 10/25/2023
E-Verify Employer Agent Employee Liability Management, Inc.	
Name (Please Type or Print) Haley Quinn	**Title**
Signature Electronically Signed	**Date** 10/25/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 10/25/2023

Company ID Number: 381201 **Client Company ID Number:** 2306613

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	PL Russell, LLC
Company Facility Address	251 Saint Anthony St Mobile, AL 36603
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	882868528
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Company ID Number: 381201 **Client Company ID Number:** 2306613

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

Company ID Number: 381201 **Client Company ID Number:** 2306613

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Beniamin Russell
Phone Number	2514700700
Fax	
Email	hquinn@elminfo.com

Company ID Number: 381201

Client Company ID Number: 2306613

This list represents the first 20 Program Administrators listed for this company.

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. PR-029-22
CITY PROJECT NAME: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

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. PR-029-22
CITY PROJECT NAME: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

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.

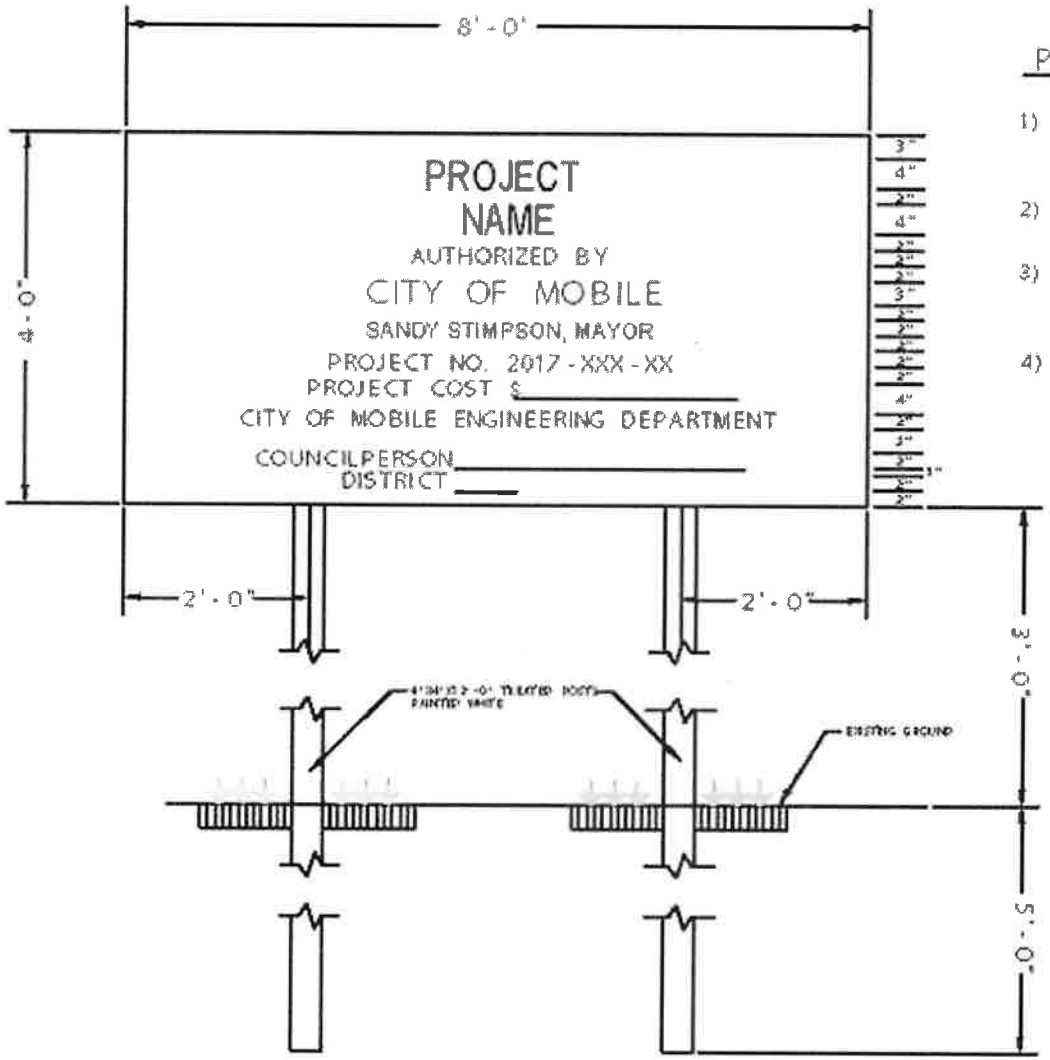
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

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 “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 provides 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:** 8/27/25

Name of Project: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project Number: PR-029-22

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:	$ 44,500.00
ADDITIVE ALTERNATE #1:	$ —

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 PL Russell LLC
Mailing Address 251 Saint Anthony St Mobile, AL 36603

***By (Legal Signature)** [signature]

*Name (type or print) Ben Russell (Seal)

*Title President

Telephone Number 251-385-6091

PL Russell LLC CORPORATE SEAL 2022 Alabama

ATTACHMENT "H"

GOMESA COMPONENTS, AWARD TASKS, TERMS AND CONDITIONS

The following list is not all inclusive of all the tasks, terms and conditions required. Please see the GRANT AGREEMENTS in Exhibits I and J for tasks, terms and conditions.

1. PROJECT PERFORMANCE PERIOD: The Project Performance Period for the GRANT AGREEMENTS began on May 4, 2022, and will end November 15, 2026.

2. REPORTS: The Recipient agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following the execution of the GRANT AGREEMENTS. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Recipient further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project Services and that all expenditures by Recipient of funds received pursuant to the GRANT AGREEMENTS constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of the GRANT AGREEMENTS shall be provided in digital format as may be specified by ADCNR. The recipient agrees that failure to submit such reports in a timely manner may result in the termination of the GRANT AGREEMENTS. All reports and correspondence submitted to ADCNR in connection with the Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

3. PRE-CONSTRUCTION REQUIREMENTS:

   Federal funds for construction costs shall not be released by the Council until the following information and documentation is received and accepted in writing by the Grants Office:

   a. Engineering and design plans. The Recipient must provide the Council Grants Office with all design and engineering plans and specifications for all construction activities funded under this award. All design and engineering plans and specifications must be stamped/signed by a professional engineer currently licensed in accordance with State requirements.

      The Council's review is to ensure compliance with the terms and conditions of the award and does not attest to the accuracy or completeness of design, dimensions, details, proper selection of materials, or compliance with required code(s) or ordinances. As for, and between, the Council and the Recipient, these responsibilities rest solely with the Recipient. For clarity, nothing in the foregoing is intended to limit or otherwise affect any of the Recipient's rights or remedies in connection with any third party, including any of the Recipient's subrecipients or contractors.

   b. Permitting requirements. The Recipient must furnish evidence, satisfactory to the

Council, that the Recipient or Subrecipient has received all Federal, state, and local permits necessary for construction, completion and operation of the Project.

c. Updated construction schedules and cost estimates. The Recipient must furnish updated construction schedules and cost estimates based upon the completed engineering and design plans and/or other information that has become available since the last update.

d. Written approval to commence construction. The Recipient must make a written request to the Council Grants Office and receive written approval from the Grants Office before authorizing the commencement of construction. If construction commences prior to the Council Grants Office approval, the Recipient and/or Subrecipient proceeds at their own risk.

4. ASSIGNMENT / AMENDMENT: The Recipient shall not assign or otherwise transfer any interest in the GRANT AGREEMENTS without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of the GRANT AGREEMENTS. Such amendments, which are mutually agreed upon between ADCNR and Recipient, must be in writing and approved by all signatory/authorities prior to becoming effective.

5. CLOSEOUT PROCESS: The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. The Recipient shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to the Recipient may be withheld until all closeout documents and deliverables have been received by ADCNR.

ATTACHMENT “I”

ADCNR SUB-WARD GOMESA GRANT AGREEMENT #G-CMRPE/21/CM

STATE OF ALABAMA)

MOBILE COUNTY)

Grant: G-CMRPE/21/CM
Amendment No. 1

GOMESA GRANT AGREEMENT
AMENDMENT No. 1

This GOMESA Grant Agreement Amendment No. 1 (hereinafter "Amendment") is made by and entered into between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Grantee") (ADCNR and Grantee collectively hereafter as "Parties").

WHEREAS, ADCNR and Grantee entered into an Agreement effective May 4, 2022, the "Original Agreement" (attached hereto as "Exhibit No. 1"); and

WHEREAS, by this Amendment No. 1, ADCNR and Grantee now desire to extend the project period and amend certain terms and conditions of the Original Agreement;

Pursuant to this Amendment, ADCNR and Grantee agree as follows:

1. Paragraph 3 of the Original Agreement shall be deleted and replaced with the following:

   PROJECT PERFORMANCE PERIOD: The Project Performance Period shall begin as of May 4, 2022 ("Project Commencement Date"), and end May 4, 2026.

2. Paragraph 29 of the Original Agreement shall be deleted and replaced with the following:

   BOYCOTT: In compliance with Act 2016-312, Coalition hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

   In compliance with Ala. Act No. 2023-409, by signing this Agreement, Coalition provides written verification that Coalltion, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

3. Exhibit A shall be deleted and replaced with the Amended and Restated Exhibit A, attached hereto as Exhibit No. 2.

4. All other terms and conditions of the Original Agreement remain in full force and effect.

[Signatures on the next page]

1

IN WITNESS WHEREOF, ADCNR and the Grantee have executed this Amendment No. 1 as of the date of the ADCNR Commissioner's signature below:

RECOMMENDED:

Patricia Powell McCurdy
Director
State Lands Division

STATE OF ALABAMA
Department of Conservation
and Natural Resources

Christopher M. Blankenship
Commissioner

Date: 11-6-24

City of Mobile

William S. Stimpson
2024.10.28 14:15:50
-05'00'

William S. "Sandy" Stimpson, Mayor
City of Mobile

APPROVED LEGAL

STATE OF ALABAMA)

MOBILE COUNTY)

ADCNR GRANT#: G-CMRPE/21/CM

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee in accordance with the authorized uses and purposes set forth in GOMESA to provide the planning, engineering, design administration, and construction improvements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 18.

3. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin as of March 15, 2022, or the date of the Commissioner's signature, whichever occurs later ("Project Commencement Date"), and end March 14, 2025.

4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the Project Commencement Date and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two (2) payments in an amount not to exceed EIGHT MILLION AND 00/100 ($8,000,000.00) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

7. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

8. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA; local, state, and federal laws; and other applicable requirements including the following:

    a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose shall not qualify as an Allowable Cost.

    b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs.

    c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs.

    d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Cost and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

9. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement.

The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

10. **INDEMNIFICATION AND HOLD HARMLESS:**

a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama

(1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.

11. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

12. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

13. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

14. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

16. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

17. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

18. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

    a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

    b. Pursuant to Act 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

    c. The provisions of this Paragraph 18 shall survive the Agreement Term and remain a continuing obligation of Grantee.

19. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount

of $100,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $100,000.00 for property damage loss.

20. **TERMINATION:** In addition to terms of Paragraphs 7 and 24, this Agreement may be terminated as follows:

    a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

21. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

22. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 30 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

23. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

24. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

25. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

26. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

27. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

28. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

29. **BOYCOTT:** In compliance with Act 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

30. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

Attention: William S. "Sandy" Stimpson, Mayor
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

31. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

32. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

33. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

34. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

35. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its

control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

36. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

37. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

38. **SUPERSEDES:** ADCNR and grantee represent that this agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

39. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below (herein referred to as "Effective Date").

ADCNR:

Christopher M. Blankenship
Commissioner

Date: 5-4-22

APPROVED LEGAL

GRANTEE:

Signature

William S. Stimpson
Printed Name

Mayor
Title

Reviewed By Accounting

ADCNR Accounting Director

EXHIBIT A

State of Alabama
GOMESA Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. **Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;**
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. **Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects**; and
e. Planning assistance and the administrative costs.

Project Description:

City of Mobile Riverfront Park Enhancements: Reconnect with the River

A vision for the Riverfront Revitalization, to showcase the Mobile River as a natural resource to the public and bring the community downtown to the Mobile Riverfront, can now be realized with the allocation of GOMESA funding for 2022. This investment can be utilized to complete the first phase of the Mobile Riverfront Revitalization to ensure riverfront infrastructure provides the foundation for obtaining this vision and compliments completed and on-going efforts such as the Water Street improvements, Cooper Park updates, Hall of Fame Statue Plaza, and strategic riverside events.

The funding will allow for the implementation of major project components identified in the conceptual plan (Figure 1). Foundational infrastructure elements, critical to meet the fundamental goals of public usability and safety of the Riverfront, will be prioritized. The GOMESA project scope focuses on the planning, engineering, design, and construction for several elements identified below within (A) Northern Riverfront Plaza, (B) Riverfront Connection, and (C) Great Lawn. The Water Street elements are funded separately and represented within this document to show the connectivity of project elements.

Foundational infrastructure elements will be developed to meet the fundamental goals and to allocate the awarded GOMESA funding):

A. Lay the foundation for public-private partnerships for riverfront development (**Northern Riverfront Plaza**).

B. Enhance safety and waterfront access around the Convention Center from the Northern Riverfront Plaza to Cooper Riverside Park (creating the loop), while connecting people to the River (**Riverfront Connection**).
C. Create a functional riverfront park space on which to grow future amenities for revitalization (**Great Lawn**).

A. Northern Riverfront Plaza

The Northern Riverfront Plaza vision is to attract developers to foster public-private partnerships for riverfront attractions such as restaurants and shops. Important infrastructure improvements are required to prepare the site for commercial development and increase attractiveness for developers.

The following are required features in the element:

- **Locate and stub out utilities (water, sewer, and electric) for commercial development (#2)**
- **Reclaim approximately 550 SF of submerged lands along the river (#3)**
- **Install new bulkhead along approximately 174 linear feet of shoreline to support land reclamation (#3)**
- **Preliminary grading**

B. Riverfront Connection

Access to the riverfront becomes easier with the proposed bulkhead addition for the Northern Riverfront Plaza area which provides riverfront access at the north end of the Convention Center. Currently, access has been limited to a narrow walkway along the south end of the Convention Center or through the ground-level parking garage in the north end of the Convention Center. There is currently no direct waterfront access to the second-floor balcony of the Convention Center. A riverfront promenade expansion and a multi-level access feature would allow pedestrians to traverse along the riverfront easily and with a better space to experience the river from multiple vantage points. These improvements would allow use of the riverfront for exercising, recreating, sitting, walking, etc. while enhancing the connection from the Northern Riverfront Plaza to the Cooper Riverside Park. These features can be scaled appropriately for the budget but at a minimum are required to create the much-needed connectivity around this riverfront area from Water Street.

The following are required features in the element:

- **Lighting and architectural improvements along the Convention Center riverfront to enhance user experience and safety (#4)**
- **Stair feature connecting the first and second floor of the Convention Center, offering multi-level riverfront access (#5)**
- **Fixed overwater platform to expand footprint of Convention Center riverfront promenade, support the stair feature, and creating a widened pedestrian path and ground level overlook (#5)**

C. Great Lawn

There is an existing bulkhead south of the Convention Center along the Cooper Riverside Park. The bulkhead was constructed in 1995 and a deck rehabilitation occurred in 2004 according to City-provided documents. The bulkhead requires inspection and potential corresponding rehabilitation based on the results of the inspection. The Great Lawn area behind the bulkhead includes a vision to accommodate larger events, ensuring lines of site for stage events and updated restroom facilities. Daily use of this area would include connectivity to a walking/exercise loop around the Convention Center as well as utilization of the lawn for enjoying the river view. It's imperative to the City that this

area is designed to host special and seasonal events, that become riverside annual traditions.

The following are required features in the element:

- **800 linear feet of bulkhead inspection and improvements (#7)**
- **Multi-purpose event lawn enhancements including the removal of sidewalks to create additional greenspace where future events can be hosted (#8)**

Project Duration:

This project is expected to take approximately thirty-six (36) months from the Effective Date of the Agreement.

Project Costs

Funding will be provided as two (2) installments. The first (1) installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs. The second (2) installment will be disbursed following receipt of satisfactory verification that all previously disbursed funds were or are being used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Planning, Engineering and Design and Construction Administration	$ 1,000,000.00
2	Construction	$ 7,000,000.00
	Total GOMESA Funding Not to Exceed	**$ 8,000,000.00**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized use (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By: _____
William S. "Sandy" Stimpson, Mayor
City of Mobile

Figure 1: Mobile Riverfront Conceptual Plan

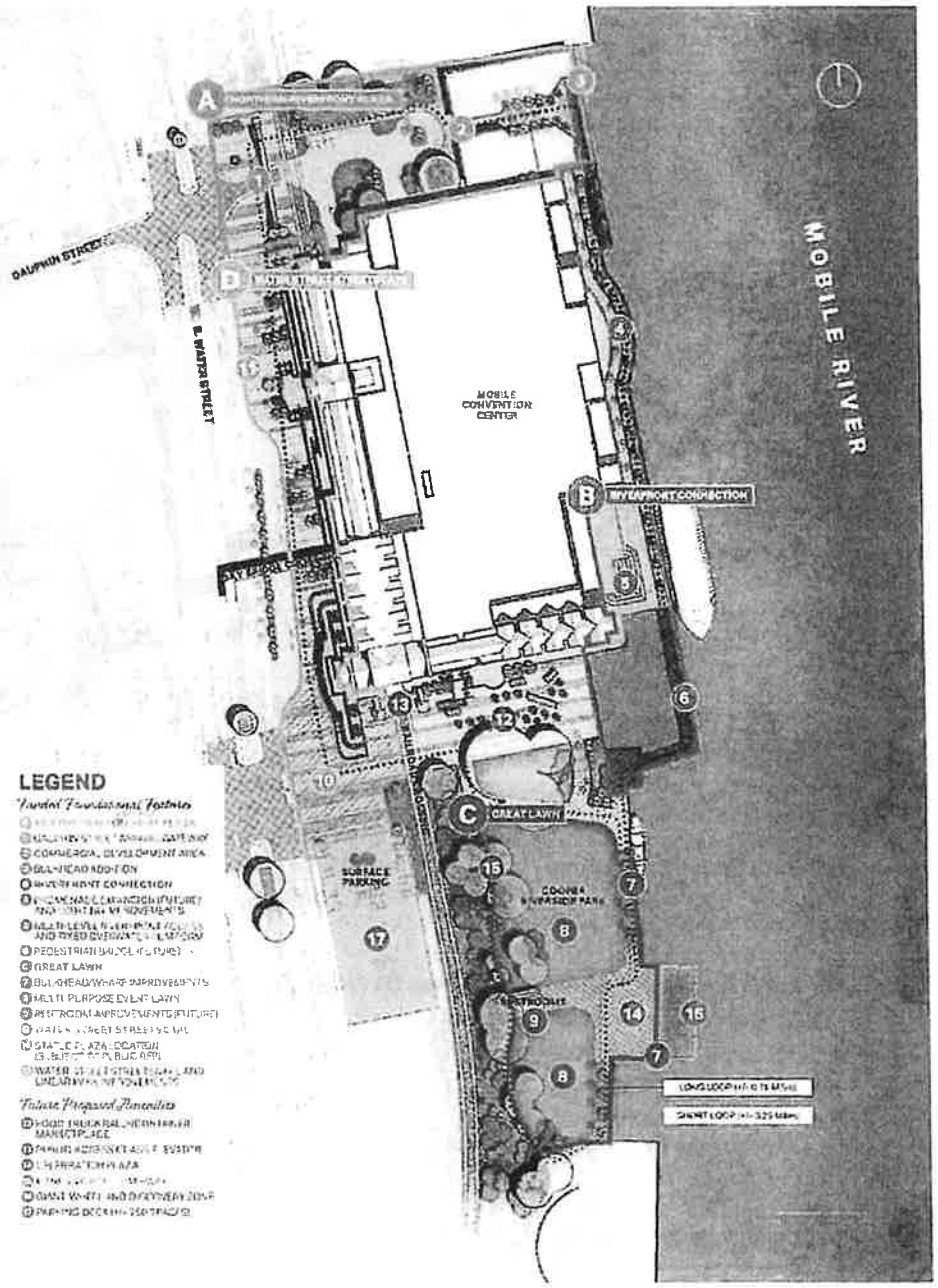


Exhibit No. 2

Amended and Restated
EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006
Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase I – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City will utilize Phase I GOMESA project funding to proceed with engineering and design associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffer Cell areas of the Park's Mobile River waterfront and future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffer Cell areas).

As a priority implementation action under the Phase I Agreement, the City will complete construction efforts associated with repair/replacement as to ~800 linear feet of the Great Lawn bulkhead and ~55 linear feet along the Sough Coffer Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffer Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also

require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.) The City's completion of Great Lawn bulkhead construction and ability to initiate implementation of South Coffer Cell stabilization efforts is critical, as citizens and visitors have not had access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated bulkhead and other existing shoreline stabilization structures. Repair and replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

While, in light of current cost estimates, construction completion of the South Coffer Cell shoreline stabilization activities will not be fully achieved until after additional Phase II GOMESA project funds become available, the City seeks to leverage available Phase I funding to complete planning, engineering and design, and permitting activities and then initiate construction work associated with shoreline stabilization along the waterfront associated with the South Coffer Cell.

The City's vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center*]*. (See Figure 2). These types of Park amenities would also enhance the ability for all users to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources. Furthermore, the shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make implementation of upland enhancements a priority action for the City. The ultimate cost and timing of implementation of these amenity improvements/repairs cannot be fully determined until completion of all planning, engineering and design. Accordingly, this planning, engineering and design, and permitting work will be ongoing throughout the Agreement term to prepare for utilization of funding under a Phase II GOMESA project for implementation of upland Park amenity improvements.

The shoreline stabilization effort is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the

waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately 48 months from the Effective Date of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 19 of the Agreement and (2) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Initial Permitting, Engineering, Construction Services & Grant Administration for City's Mobile Riverfront Park Project	**$1,000,000**
2	Any additional costs related to Permitting, Engineering, Construction Services & Grant Administration associated with elements of the City's Mobile Riverfront Park Project; and Initial Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the Great Lawn and South Coffer Cell Waterfronts.	**$7,000,000**
	Total GOMESA Funding Not to Exceed	**$8,000,000**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By:

William S. Stimpson
2024.11.01 13:22:37
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William S. Stimpson, Mayor
City of Mobile

G-CMRPE/21/CM

STATE OF ALABAMA)

MOBILE COUNTY)

ADCNR GRANT#: G-CMRPE/21/CM

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee in accordance with the authorized uses and purposes set forth in GOMESA to provide the planning, engineering, design administration, and construction improvements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 18.

3. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin as of March 15, 2022, or the date of the Commissioner's signature, whichever occurs later ("Project Commencement Date"), and end March 14, 2025.

4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the Project Commencement Date and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two (2) payments in an amount not to exceed EIGHT MILLION AND 00/100 ($8,000,000.00) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

7. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

8. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA; local, state, and federal laws; and other applicable requirements including the following:

    a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose shall not qualify as an Allowable Cost.

    b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs.

    c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs.

    d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Cost and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

9. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement.

The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

10. INDEMNIFICATION AND HOLD HARMLESS:

a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama

(1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.

11. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

12. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

13. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

14. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

16. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

17. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

18. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

    a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

    b. Pursuant to Act 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

    c. The provisions of this Paragraph 18 shall survive the Agreement Term and remain a continuing obligation of Grantee.

19. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount

of $100,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $100,000.00 for property damage loss.

20. **TERMINATION:** In addition to terms of Paragraphs 7 and 24, this Agreement may be terminated as follows:

    a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

21. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

22. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 30 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

23. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

24. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

25. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

26. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

27. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

28. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

29. **BOYCOTT:** In compliance with Act 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

30. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

Attention: William S. "Sandy" Stimpson, Mayor
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

31. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

32. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

33. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

34. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

35. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its

control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

36. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

37. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

38. **SUPERSEDES:** ADCNR and grantee represent that this agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

39. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below (herein referred to as "Effective Date").

ADCNR:

Christopher M. Blankenship
Commissioner

Date: 5-4-22

APPROVED LEGAL

GRANTEE:

Signature

William S. Stimpson
Printed Name

Mayor
Title

Reviewed By Accounting

DCNR Accounting Director

EXHIBIT A

State of Alabama
GOMESA Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. **Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;**
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. **Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects;** and
e. Planning assistance and the administrative costs.

Project Description:

City of Mobile Riverfront Park Enhancements: Reconnect with the River

A vision for the Riverfront Revitalization, to showcase the Mobile River as a natural resource to the public and bring the community downtown to the Mobile Riverfront, can now be realized with the allocation of GOMESA funding for 2022. This investment can be utilized to complete the first phase of the Mobile Riverfront Revitalization to ensure riverfront infrastructure provides the foundation for obtaining this vision and compliments completed and on-going efforts such as the Water Street improvements, Cooper Park updates, Hall of Fame Statue Plaza, and strategic riverside events.

The funding will allow for the implementation of major project components identified in the conceptual plan (Figure 1). Foundational infrastructure elements, critical to meet the fundamental goals of public usability and safety of the Riverfront, will be prioritized. The GOMESA project scope focuses on the planning, engineering, design, and construction for several elements identified below within (A) Northern Riverfront Plaza, (B) Riverfront Connection, and (C) Great Lawn. The Water Street elements are funded separately and represented within this document to show the connectivity of project elements.

Foundational infrastructure elements will be developed to meet the fundamental goals and to allocate the awarded GOMESA funding):

A. Lay the foundation for public-private partnerships for riverfront development **(Northern Riverfront Plaza).**

B. Enhance safety and waterfront access around the Convention Center from the Northern Riverfront Plaza to Cooper Riverside Park (creating the loop), while connecting people to the River **(Riverfront Connection)**.
C. Create a functional riverfront park space on which to grow future amenities for revitalization **(Great Lawn)**.

A. Northern Riverfront Plaza

The Northern Riverfront Plaza vision is to attract developers to foster public-private partnerships for riverfront attractions such as restaurants and shops. Important infrastructure improvements are required to prepare the site for commercial development and increase attractiveness for developers.

The following are required features in the element:

- **Locate and stub out utilities (water, sewer, and electric) for commercial development (#2)**
- **Reclaim approximately 550 SF of submerged lands along the river (#3)**
- **Install new bulkhead along approximately 174 linear feet of shoreline to support land reclamation (#3)**
- **Preliminary grading**

B. Riverfront Connection

Access to the riverfront becomes easier with the proposed bulkhead addition for the Northern Riverfront Plaza area which provides riverfront access at the north end of the Convention Center. Currently, access has been limited to a narrow walkway along the south end of the Convention Center or through the ground-level parking garage in the north end of the Convention Center. There is currently no direct waterfront access to the second-floor balcony of the Convention Center. A riverfront promenade expansion and a multi-level access feature would allow pedestrians to traverse along the riverfront easily and with a better space to experience the river front multiple vantage points. These improvements would allow use of the riverfront for exercising, recreating, sitting, walking, etc. while enhancing the connection from the Northern Riverfront Plaza to the Cooper Riverside Park. These features can be scaled appropriately for the budget but at a minimum are required to create the much-needed connectivity around this riverfront area from Water Street.

The following are required features in the element:

- **Lighting and architectural improvements along the Convention Center riverfront to enhance user experience and safety (#4)**
- **Stair feature connecting the first and second floor of the Convention Center, offering multi-level riverfront access (#5)**
- **Fixed overwater platform to expand footprint of Convention Center riverfront promenade, support the stair feature, and creating a widened pedestrian path and ground level overlook (#5)**

C. Great Lawn

There is an existing bulkhead south of the Convention Center along the Cooper Riverside Park. The bulkhead was constructed in 1995 and a deck rehabilitation occurred in 2004 according to City-provided documents. The bulkhead requires inspection and potential corresponding rehabilitation based on the results of the inspection. The Great Lawn area behind the bulkhead includes a vision to accommodate larger events, ensuring lines of site for stage events and updated restroom facilities. Daily use of this area would include connectivity to a walking/exercise loop around the Convention Center as well as utilization of the lawn for enjoying the river view. It's imperative to the City that this

area is designed to host special and seasonal events, that become riverside annual traditions.

The following are required features in the element:

- **800 linear feet of bulkhead inspection and improvements (#7)**
- **Multi-purpose event lawn enhancements including the removal of sidewalks to create additional greenspace where future events can be hosted (#8)**

Project Duration:

This project is expected to take approximately thirty-six (36) months from the Effective Date of the Agreement.

Project Costs

Funding will be provided as two (2) installments. The first (1) installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs. The second (2) installment will be disbursed following receipt of satisfactory verification that all previously disbursed funds were or are being used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Planning, Engineering and Design and Construction Administration	$ 1,000,000.00
2	Construction	$ 7,000,000.00
	Total GOMESA Funding Not to Exceed	**$ 8,000,000.00**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized use (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By: _____
William S. "Sandy" Stimpson, Mayor
City of Mobile

Figure 1: Mobile Riverfront Conceptual Plan

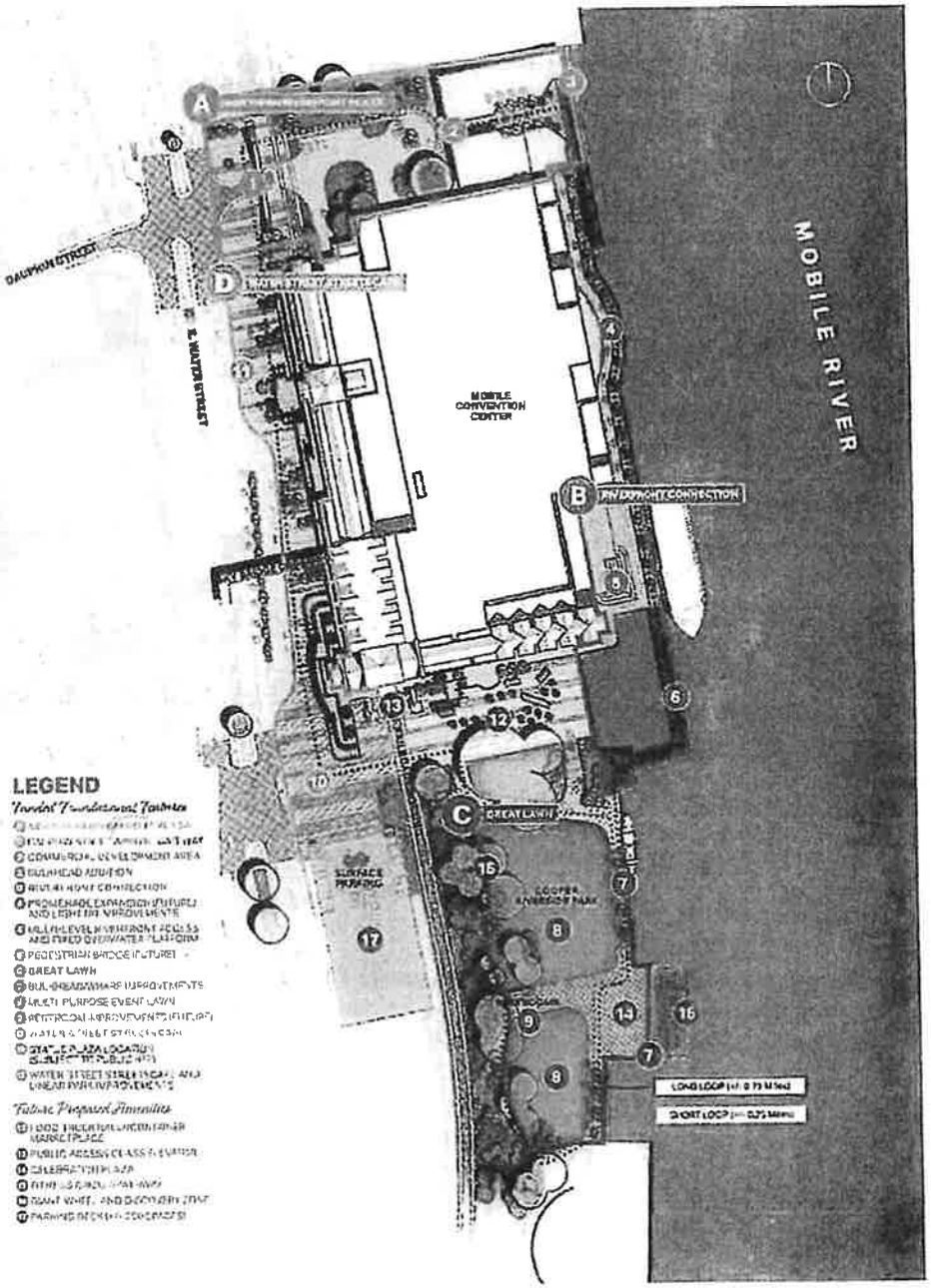


Exhibit No. 2

Amended and Restated
EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006
Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase I – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City will utilize Phase I GOMESA project funding to proceed with engineering and design associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffer Cell areas of the Park's Mobile River waterfront and future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffer Cell areas).

As a priority implementation action under the Phase I Agreement, the City will complete construction efforts associated with repair/replacement as to ~800 linear feet of the Great Lawn bulkhead and ~55 linear feet along the Sough Coffer Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffer Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also

require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.) The City's completion of Great Lawn bulkhead construction and ability to initiate implementation of South Coffer Cell stabilization efforts is critical, as citizens and visitors have not had access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated bulkhead and other existing shoreline stabilization structures. Repair and replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

While, in light of current cost estimates, construction completion of the South Coffer Cell shoreline stabilization activities will not be fully achieved until after additional Phase II GOMESA project funds become available, the City seeks to leverage available Phase I funding to complete planning, engineering and design, and permitting activities and then initiate construction work associated with shoreline stabilization along the waterfront associated with the South Coffer Cell.

The City's vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center. (See Figure 2). These types of Park amenities would also enhance the ability for all users to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources. Furthermore, the shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make implementation of upland enhancements a priority action for the City. The ultimate cost and timing of implementation of these amenity improvements/repairs cannot be fully determined until completion of all planning, engineering and design. Accordingly, this planning, engineering and design, and permitting work will be ongoing throughout the Agreement term to prepare for utilization of funding under a Phase II GOMESA project for implementation of upland Park amenity improvements.

The shoreline stabilization effort is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the

waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately 48 months from the Effective Date of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 19 of the Agreement and (2) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Initial Permitting, Engineering, Construction Services & Grant Administration for City's Mobile Riverfront Park Project	**$1,000,000**
2	Any additional costs related to Permitting, Engineering, Construction Services & Grant Administration associated with elements of the City's Mobile Riverfront Park Project; and Initial Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the Great Lawn and South Coffer Cell Waterfronts.	**$7,000,000**
	Total GOMESA Funding Not to Exceed	**$8,000,000**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Agreement.

Nexus to Authorized Use:

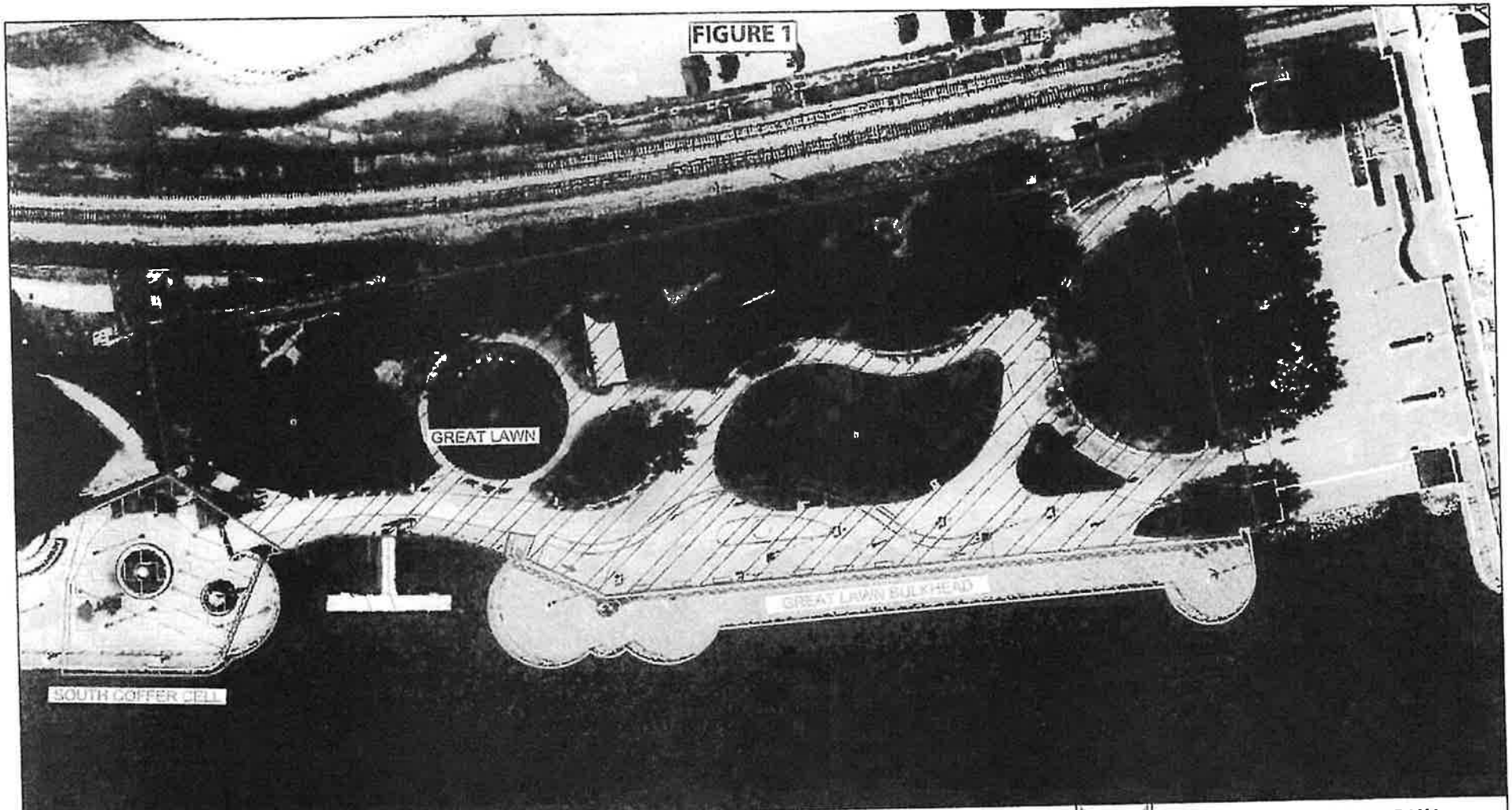
This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By:

William S. "Sandy" Stimpson, Mayor
City of Mobile

FIGURE 1



NOTES / COMMENTS:

PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) : $ 5,864,796.14

SOUTH COFFER CELL : $ 1,827,362.53

GREAT LAWN : $ 2,272,105.00

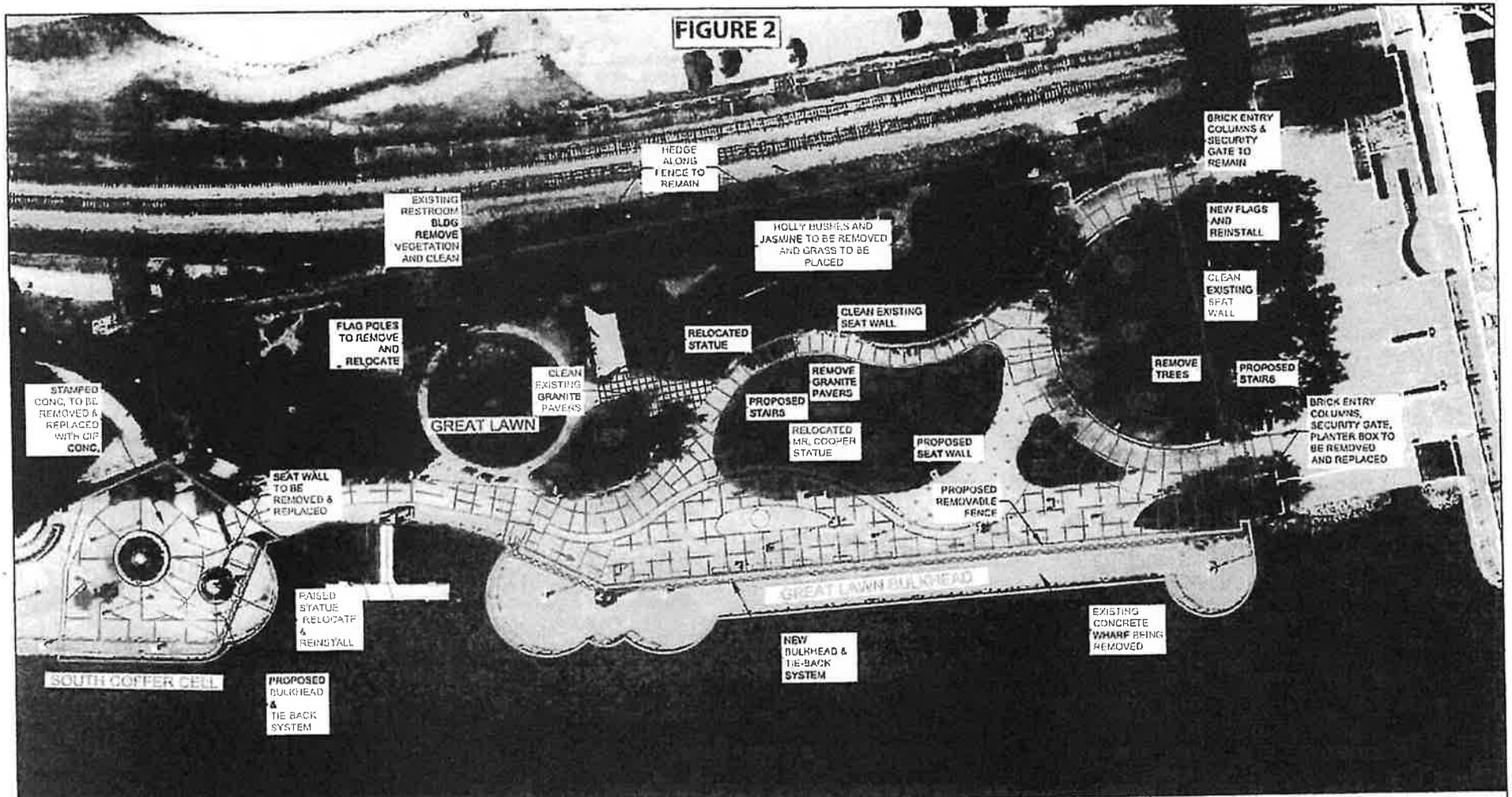
0 25 50 100 Feet

1:576

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

PHASE PLAN	SHEET 1 OF 2	09-27-2024



NOTES / COMMENTS:

PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) : $ 5,864,796.14

SOUTH COFFER CELL : $ 1,827,362.53

GREAT LAWN : $ 2,272,105.00

0 25 50 100 Feet

1:570

MOBILE ALABAMA

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

SITE PLAN	SHEET 2 OF 2	09-27-2024

31-272 **2022**

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, the GOMESA Grant Agreement between the State of Alabama Department of Conservation and Natural Resources and the City of Mobile, to provide the planning, engineering, design administration, and construction improvements at Riverfront Park, to execute an Agreement substantially like the contract attached hereto, and to sign any agreements or other documents in connection with the contract, and to perform all acts necessary to effectuate the grant. A copy of said Agreement is on file in the office of the City Clerk.

Adopted: MAR 2 9 2022

City Clerk

ATTACHMENT “J”

ADCNR SUB-WARD GOMESA GRANT AGREEMENT #G-CMRPEII/24/CM

STATE OF ALABAMA)

MOBILE COUNTY)

Grant: G-CMRPEII/24/CM
Amendment No. 1

GOMESA GRANT AGREEMENT
AMENDMENT No. 1

This GOMESA Grant Agreement Amendment No. 1 (hereinafter "Amendment") is made by and entered into between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Grantee") (ADCNR and Grantee collectively hereafter as "Parties").

WHEREAS, ADCNR and Grantee entered into an Agreement effective December 2, 2024, the "Original Agreement" (attached hereto as "Exhibit No. 1"); and

WHEREAS, by this Amendment No. 1, ADCNR and Grantee now desire to amend certain terms and conditions of the Original Agreement;

Pursuant to this Amendment, ADCNR and Grantee agree as follows:

1. Paragraph 7 of the Original Agreement shall be deleted and replaced with the following:

7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed FOUR MILLION TWENTY-THREE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS and 00/100 ($4,023,667.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

2. Paragraph 25 of the Original Agreement shall be deleted and replaced with the following:

25. **NON-APPROPRIATION AND PRORATION:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the AGREEMENT shall be cancelled, and, to the extent permissible by law, the GRANTEE shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the AGREEMENT. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the GRANTEE shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts or terminating the AGREEMENT. In all circumstances, it is agreed that the terms and commitments of

this AGREEMENT shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

3. Exhibit A of the Original Agreement shall be deleted and replaced with the Amended and Restated Exhibit A, attached hereto as "Exhibit No. 2".

4. All other terms and conditions of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF, ADCNR and the Grantee have executed this Amendment No. 1 as of the date of the ADCNR Commissioner's signature below:

RECOMMENDED:

Patricia Powell McCurdy
Director
State Lands Division

STATE OF ALABAMA
Department of Conservation
and Natural Resources

Christopher M. Blankenship
Commissioner

Date: 6-17-25

APPROVED BY LEGAL

City of Mobile

William S. Stimpson, Mayor

Reviewed By Accounting

DCNR Accounting Director

STATE OF ALABAMA)

ADCNR GRANT#: G-CMRPEII/24/CM

MOBILE COUNTY)

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties") to provide funding made available to the State of Alabama under the Gulf of Mexico Energy Security Act of 2006 ("GOMESA").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, leverage Phase I funding to complete shoreline stabilization efforts and amenity enhancements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:

   a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
   b. Mitigation of damage to fish, wildlife, or natural resources;
   c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
   d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
   e. Planning assistance and the administrative costs of complying with GOMESA.

3. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 14.

4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date") and end on November 15, 2026.

5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed THREE MILLION TWENTY-THREE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS and 00/100 ($3,023,667.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

9. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:

a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.

b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.

c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs, unless it receives express written approval from ADCNR.

d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

10. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

11. INDEMNIFICATION AND HOLD HARMLESS:

a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

12. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

13. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such

amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

14. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

15. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

17. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

18. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

19. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

20. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount of $100,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $100,000.00 for property damage loss.

21. **TERMINATION:** In addition to terms of Paragraphs 8, 25, and 37, this Agreement may be terminated as follows:

a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

22. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

23. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 32 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

24. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

25. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

26. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

27. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to

resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

28. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

29. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

30. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

31. **ECONOMIC BOYCOTT:** In compliance with Ala. Act No. 2023-409, by signing this Agreement, Grantee provides written verification that Grantee, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

32. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

City of Mobile
Attention: William S. Stimpson, Mayor
P.O. Box 1827
Mobile, AL 36633-1827

33. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

34. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

35. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

36. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

37. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

38. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an

independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

39. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

40. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

41. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

ADCNR:

Christopher M. Blankenship
Commissioner

Date: 12-2-24

GRANTEE:

William S. Stimpson
2024.11.20 08:44:05 -06'00'

Signature

Printed Name

Title

Reviewed By Accounting

DCNR Accounting Director

EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006 Disbursement
Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase II – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City has been utilizing Phase I GOMESA project funding (G-CMRPE/21/CM) to further planning, engineering & design, and permitting associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffer Cell areas of the Park's Mobile River waterfront as well as future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffer Cell areas.) As priority implementation actions pursuant to its Phase I funding, the City will be completing construction work associated with repair/replacement as to ~800 linear feet of a bulkhead shoreline stabilization structure along the Great Lawn waterfront and initiating an additional ~55 linear feet of stabilizing construction along the South Coffer Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffer Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain

behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the Park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.)

This Phase II project funding will leverage Phase I funding to achieve construction completion associated with shoreline stabilization along the South Coffer Cell waterfront and also achieve completion as to upland Park amenity enhancements. (See Figure 2) The City's completion of South Coffer Cell shoreline stabilization efforts is critical, as citizens and visitors have not had full access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated condition of existing shoreline stabilization structures. In addition, repair/replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

The shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make completion of upland enhancements a priority action for the City. The City's broader vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction. While the planning, design, and permitting activities are underway with Phase I funding, implementation of upland Great Lawn enhancements could not be initiated until shoreline stabilization construction approached or achieved completion. Accordingly, Phase II funding will be utilized to implement enhancements such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center.

More specifically, the new waterfront bulkhead concept under construction integrates a closer shoreline experience with an upper (+5.5) elevation and a lower (+3.5) elevation centered within the common Park space. The anticipated park site design will feature sidewalk pavement integrating the bulkhead with a curvilinear seat wall feature. Additional upland areas of the Park will be enhanced with a new concrete paver walking path. As required, existing seat walls, granite edge pavers, etc., will be altered, repaired or removed allowing integration and accessibility for park users. Overall, existing perimeter security fencing, new bulkhead handrails, boat vessel mooring cheats, architectural bollards, architectural light poles, etc., are being reinstalled, replaced or added as part of implementing these anticipated enhancements. In addition, an expanded green space will provide the City with the ability to accommodate larger public outdoor events at the Park and in conjunction with activities at the Mobile Convention Center. (See Figure 2 as to Upland Amenity Enhancements.) These types of Park amenities will enhance the opportunity for users of all abilities to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources.

Completion of shoreline stabilization efforts is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, completion of the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately twenty-four (24) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design is complete; (3) satisfactory verification that sufficient funding is in place to achieve project completion as to South Coffer Cell stabilization work; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design as to the Upland Amenity Enhancements within the Great Lawn area is complete; (3) satisfactory verification that sufficient funding is in place to achieve

project completion as to the Upland Park Amenity Enhancements within the Great Lawn area; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the South Coffer Cell Waterfront.	**$745,000**
2	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Implementation costs associated with Upland Amenity Enhancements to the Great Lawn area.	**$2,278,667**
	Total GOMESA Funding Not to Exceed	**$3,023,667**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

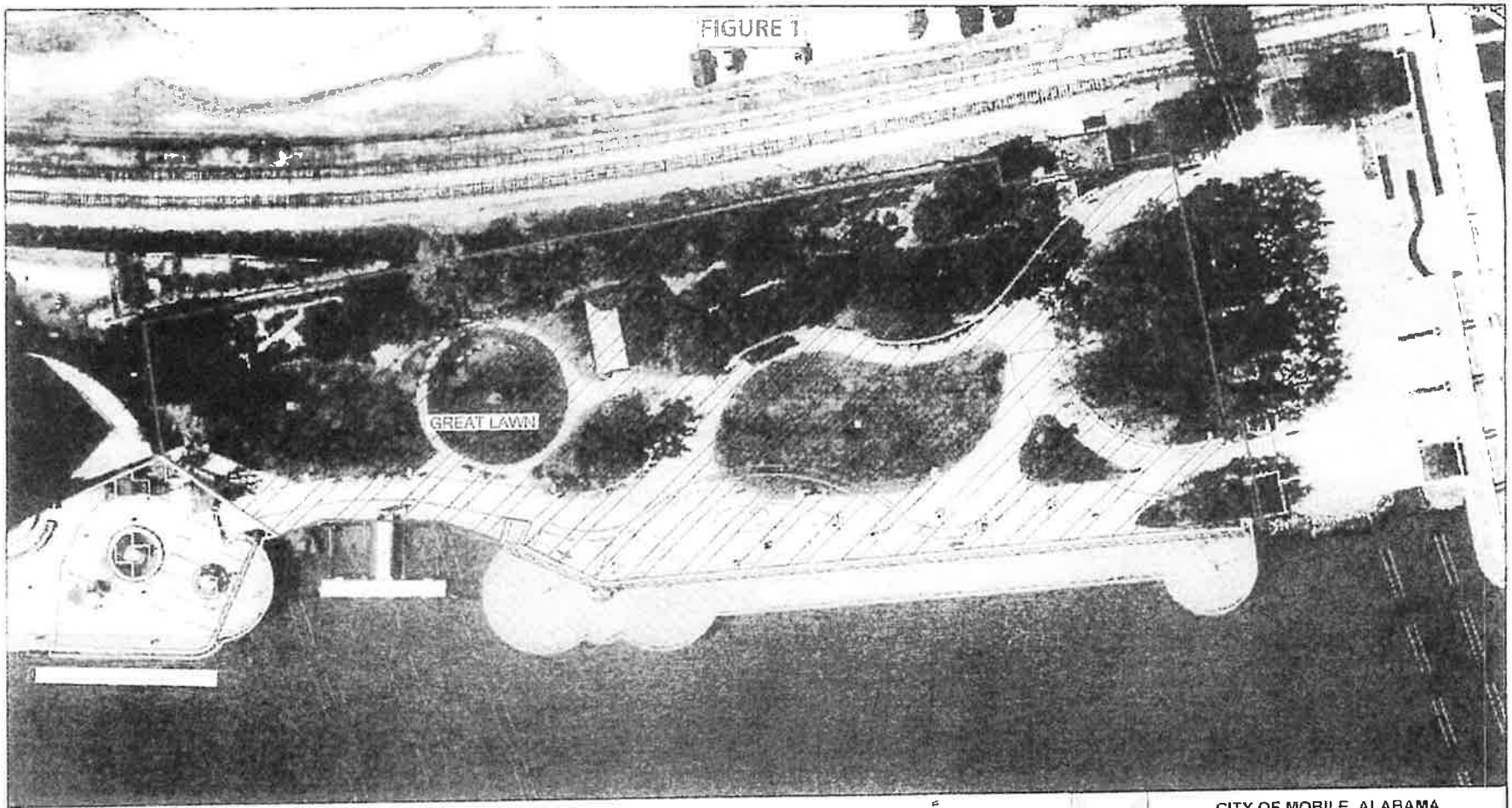
This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

Submitted and Approved By:

William S. Stimpson
2024.11.20 08:47:29
-06'00'

William S. Stimpson, Mayor
City of Mobile

FIGURE 1



NOTES / COMMENTS

G-CMRPEII/24/CM
Page 15 of 16

PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) $ 5,864,796 14

SOUTH COFFER CELL $ 1,827,362 53

GREAT LAWN $ 2,272 105.00

0 50 100 Feet

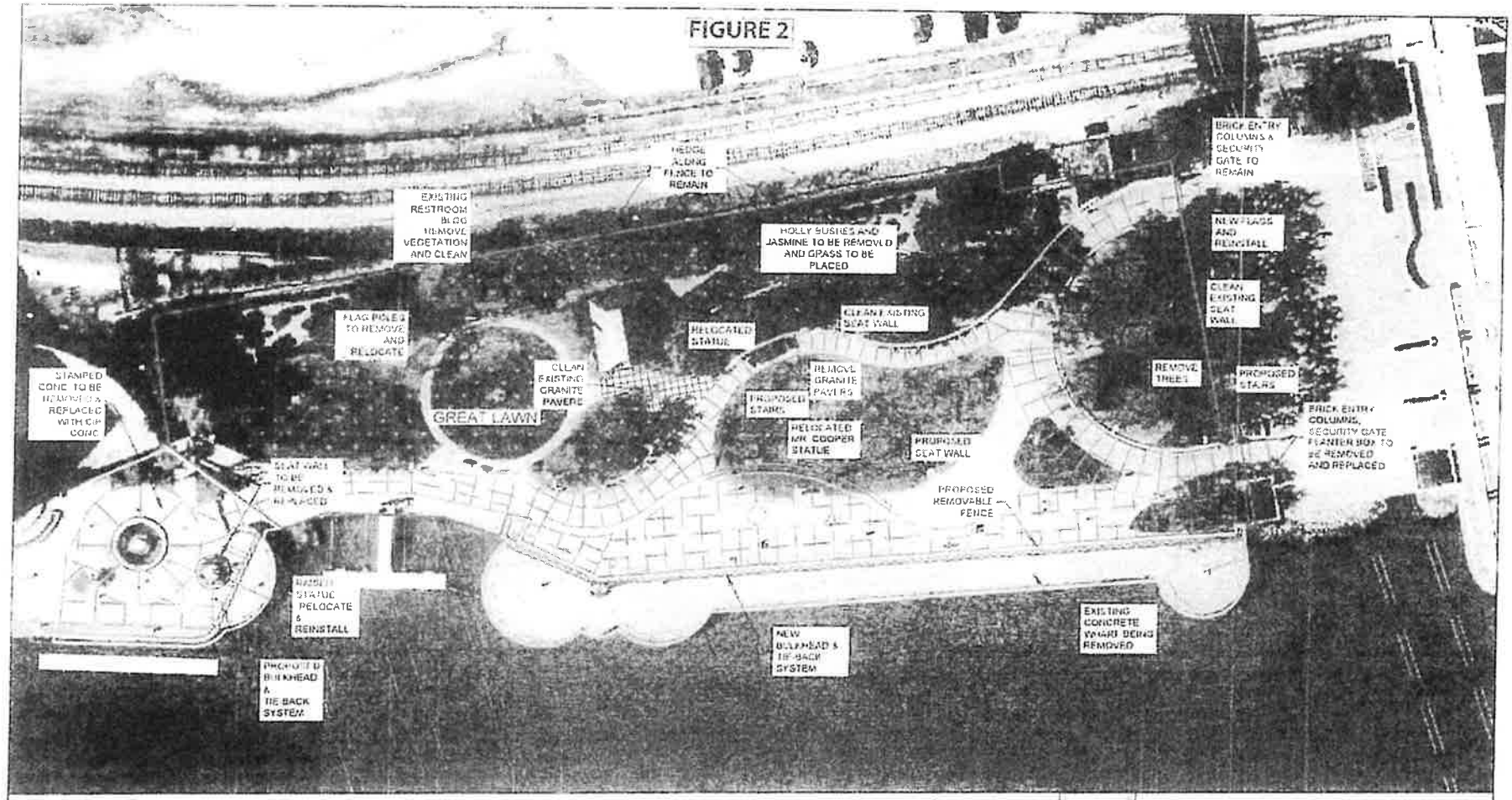
1 576

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

PHASE PLAN	SHEET 1 OF 2	09-27-2024

FIGURE 2



NOTES / COMMENTS

G-CMRPEII/24/CM
Page 16 of 16

PHASE COST ESTIMATES

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CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

SITE PLAN	SHEET 2 OF 2	09-27-2024

01-1011 2024

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, a GOMESA Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Mobile Riverfront Park Enhancements, and to take all actions necessary to effectuate said Agreement, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full.

Adopted: OCT 29 2024

Lara Pafenbach

ENVISION City Clerk

Amended and Restated
EXHIBIT A

State of Alabama
GOMESA
Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of America. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

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b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

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behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the Park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.)

This Phase II project funding will leverage Phase I funding to achieve construction completion associated with shoreline stabilization along the South Coffer Cell waterfront and also achieve completion as to upland Park amenity enhancements. (See Figure 2) The City's completion of South Coffer Cell shoreline stabilization efforts is critical, as citizens and visitors have not had full access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated condition of existing shoreline stabilization structures. In addition, repair/replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

The shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make completion of upland enhancements a priority action for the City. The City's broader vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction. While the planning, design, and permitting activities are underway with Phase I funding, implementation of upland Great Lawn enhancements could not be initiated until shoreline stabilization construction approached or achieved completion. Accordingly, Phase II funding will be utilized to implement enhancements such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center.

More specifically, the new waterfront bulkhead concept under construction integrates a closer shoreline experience with an upper (+5.5) elevation and a lower (+3.5) elevation centered within the common Park space. The anticipated park site design will feature sidewalk pavement integrating the bulkhead with a curvilinear seat wall feature. Additional upland areas of the Park will be enhanced with a new concrete paver walking path. As required, existing seat walls, granite edge pavers, etc., will be altered, repaired or removed allowing integration and accessibility for park users. Overall, existing perimeter security fencing, new bulkhead handrails, boat vessel mooring cheats, architectural bollards, architectural light poles, etc., are being reinstalled, replaced or added as part of implementing these anticipated enhancements. In addition, an expanded green space will provide the City with the ability to accommodate larger public outdoor events at the Park and in conjunction with activities at the Mobile Convention Center. (See Figure 2 as to Upland Amenity Enhancements.) These types of Park amenities will enhance the opportunity for users of all abilities to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources.

Completion of shoreline stabilization efforts is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, completion of the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately twenty-four (24) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design is complete; (3) satisfactory verification that sufficient funding is in place to achieve project completion as to South Coffer Cell stabilization work; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design as to the Upland Amenity Enhancements within the Great Lawn area is complete; (3) satisfactory verification that sufficient funding is in place to achieve project completion as to the Upland Park Amenity Enhancements within the Great Lawn area; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the South Coffer Cell Waterfront.	**$1,745,000**
2	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Implementation costs associated with Upland Amenity Enhancements to the Great Lawn area.	**$2,278,667**
	Total GOMESA Funding Not to Exceed	**$4,023,667**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By:

William S. Stimpson, Mayor
City of Mobile

Clements, Jake

From: Maynard, Suntrease
Sent: Thursday, September 18, 2025 11:43 AM
To: Clements, Jake
Subject: Your Legal Request is Complete - We'd Love Your Feedback!

Great news, Jake! Victoria Shoots has completed your recent legal request.

We're always striving for greatness, and who better to tell us how we did than you? We'd be incredibly grateful if you'd complete a brief survey about your experience with this request. Your feedback is not only immensely valuable, it's what helps us serve you better!

Click here to start the survey: https://wkf.ms/3U6xm1a

Please enter the following short code when prompted: A25-0528

Thank you for taking the time to help us. We look forward to your insights!

Suntrease Williams-Maynard
Deputy City Attorney
City of Mobile Legal Department
P. O. Box 1827
Mobile, AL 36633-1827
251-208-7883 - direct line
251-208-7322 - fax
suntrease.maynard@cityofmobile.org

Request Details:
Attorney Assigned: Victoria Shoots
Request Type:Contract
If other:
Request Details: Construction Contract
Priority: Moderate
Date Entered:July 9th 2025 10:36
Proposed Due Date: July 15th 2025

Clements, Jake

From: Shoots, Victoria
Sent: Tuesday, July 22, 2025 3:21 PM
To: Clements, Jake
Subject: RE: Your Legal Request is in Progress
Attachments: STANDARD CONSTRUCTION CONTRACT_VS Comments(7.22.25).docx

Jake,

Please see attached with my comments and questions!

Thanks!

Victoria Shoots
Assistant City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, AL 36633-1827
251-208-7580

From: Clements, Jake <jake.clements@cityofmobile.org>
Sent: Tuesday, July 22, 2025 2:23 PM
To: Shoots, Victoria <victoria.shoots@cityofmobile.org>
Subject: RE: Your Legal Request is in Progress

Hi Victoria,
If you need more time and have any revisions and comments with the contract, you can go ahead and send them to me and I can start working on it
Thank you,

Jake Clements
Project Manager
Office: (251) 208-1138
Cell: (251) 431-4290
jake.clements@cityofmobile.org

MOBILE ALABAMA

From: Clements, Jake
Sent: Friday, July 18, 2025 3:49 PM
To: Primm, Patricia <trish.primm@cityofmobile.org>; Shoots, Victoria <victoria.shoots@cityofmobile.org>
Subject: RE: Your Legal Request is in Progress

Good afternoon Trish and Victoria,

Sorry to pester!
Just following up on this construction contract, and please let me know if you need a word document if that makes it easier to review.

Thank you,

Jake Clements
Project Manager
Office: (251) 208-1138
Cell: (251) 431-4290
jake.clements@cityofmobile.org

From: Clements, Jake <jake.clements@cityofmobile.org>
Sent: Friday, July 11, 2025 8:56 AM
To: Primm, Patricia <trish.primm@cityofmobile.org>
Subject: RE: Your Legal Request is in Progress

Great! Thank you so much!

Jake Clements
Project Manager
Office: (251) 208-1138
Cell: (251) 431-4290
jake.clements@cityofmobile.org

From: Primm, Patricia <trish.primm@cityofmobile.org>
Sent: Friday, July 11, 2025 8:55 AM
To: Clements, Jake <jake.clements@cityofmobile.org>
Subject: RE: Your Legal Request is in Progress

Sorry Jake. The response is automatically created, so I am not sure why it did not include Victoria Shoot's name.

I have forwarded your email with the correct contract on to Victoria.

Thank you.

Trish Primm
Paralegal II, Civil Division
City of Mobile Legal Department
P. O. Box 1827
Mobile, AL 36633-1827

251-208-7885 - direct line
251-208-7322 - fax
trish.primm@cityofmobile.org

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From: Clements, Jake <jake.clements@cityofmobile.org>
Sent: Friday, July 11, 2025 8:51 AM
To: Primm, Patricia <trish.primm@cityofmobile.org>
Subject: RE: Your Legal Request is in Progress

Good morning Trish,

Hopefully you can help with this!
Attached, I have updated the contract referenced in the legal request below.
Sence the request hasn't been assigned to anyone yet, could the person assigned review this attached contract instead?

Thank you,

Jake Clements
Project Manager
Office: (251) 208-1138
Cell: (251) 431-4290
jake.clements@cityofmobile.org

From: Primm, Patricia <trish.primm@cityofmobile.org>
Sent: Wednesday, July 9, 2025 12:20 PM
To: Clements, Jake <jake.clements@cityofmobile.org>
Subject: Your Legal Request is in Progress

Dear Jake,

I hope this email finds you well. I wanted to inform you that your request has been received by the Legal Department. We have assigned it to , who will be contacting you as soon as possible to provide further assistance.

Thank you for your patience, and please feel free to reach out if you have any further questions.

Request Details:
Attorney Assigned:
Request Type:Contract

If other:
Request Details: Construction Contract
Priority: Moderate
Date Entered:July 9th 2025 10:36
Proposed Due Date: July 15th 2025

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: September 30, 2025

Submitted by:
John Forrester, City Engineer

Sponsored by:
Cory Penn, Councilmember
Joel Daves, Councilmember
Gina Gregory, Councilmember
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Approve contract with Thompson Engineering, Inc for engineering consultant services.

Amount of Contract:
$1,132,641.00

Funding Source
G-STPM7553

ATTACHMENTS:
1. 2018-3005-26 Dauphin Street from Sage Ave to W of I -65 at Springhill Memorial Hospital (Thompson Engineering) contract

REVIEWERS:
Jessica White
John Forrester
Kelsi Tippery
Cherlina Monteiro
James Barber

GRANT CONTRACT SUMMARY SHEET

CONTRACT #

PROJECT NAME: Dauphin Street (from Sage to West of I-65 at Springhill Memorial Hospital)

GRANT PROJECT # G-STPM7553

PROJECT DESCRIPTION Engineering Services

GRANT CONTRACT AMOUNT $1,132,641.00

VENDOR NAME Thompson Engineering, Inc.

VENDOR NUMBER 203598

DEPT # 3005 **DEPT NAME** Engineering

CONTRACT ADMINISTRATOR John Forrester

Please Select by circling one (Type):

Construction Consultant Geo Tech Professional Services

Prepared by: Jessica White **Date** 9/23/2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Council Members Cory Penn, Joel Daves, and Gina Gregory

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

Name of Company:	Thompson Engineering, Inc.
Project Name:	Dauphin Street (from Sage Avenue to west of I-65 at Springhill Memorial Hospital) COM: 2018-3005-26
Estimated Cost:	$1,132,641.00

ADOPTED:

_____

City Clerk

AGREEMENT

BETWEEN

THOMPSON ENGINEERING, INC.

AND

CITY OF MOBILE

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

FOR PROJECT 2018-3005-26

ALDOT PROJECT NUMBER STPMB-7533 (601)

ACCESS MANAGEMENT AND SIGNAL UPGRADES ON DAUPHIN STREET FROM WEST OF I-65 AT SPRINGHILL MEMORIAL HOSPITAL TO SAGE AVENUE

MOBILE COUNTY

AGREEMENT

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

ARTICLE I – GENERAL TERMS

This AGREEMENT is made and entered into by and between the City of Mobile, hereinafter referred to as the CITY, and THOMPSON Engineering, Inc., which is qualified to do business in the State of Alabama, and has its principal Alabama office at 2970 COTTAGE HILL ROAD, STE. 190, MOBILE, ALABAMA, 36606, Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the CONSULTANT has agreed and by these present does agree with the CITY for the consideration hereinafter mentioned to provide construction engineering and inspection, materials sampling, testing and contract administration services, and design and survey support services for Project 2018-3005-26 (ALDOT STPMB-7533 (601)) for the CITY.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated, it is hereby agreed between the parties as follows:

SECTION 1 - REQUIREMENTS

The CONSULTANT shall meet the requirements for conformance with Standards adopted by the CITY and Alabama Department of Transportation, hereinafter referred to as STATE and/or ALDOT and shall ascertain the written practices of the CITY and STATE prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT shall be subject to the Review, Approval and Acceptance of the CITY, STATE and Federal Highway Administration, where applicable, before the CONSULTANT will be paid for said work.

" As a part of obligations of the CONSULTANT to the CITY under this AGREEMENT, the CONSULTANT does hereby certify that CONSULTANT has no financial or other interest in the outcome of project proposed under this AGREEMENT."

CONSULTANT shall comply with 23 CFR Part 172 conflict-of-interest requirements and CITY/ALDOT written practices. CONSULTANT shall not commence any services, perform site visits, incur costs, or bill the CITY until a written Notice to Proceed has been issued. Any services performed prior to the Notice to Proceed are at CONSULTANT's sole risk and cost.

SECTION 2 – TIME OF BEGINNING AND COMPLETION

A. The CONSULTANT services for this project shall begin after the CONSULTANT receives the Notice to Proceed from the CITY. The maximum amount payable to the CONSULTANT for services on this assignment shall not exceed the amount stated in this contract. The length of services as herein established for this construction contract is based on the CONSULTANT beginning work when notified and continuing work until acceptance by the CITY and STATE of described services. The contract work will be deemed completed when the work has been accepted in writing by ALDOT and the CITY.

No compensation shall be due for any services performed before (i) City Council approval, (ii) Mayor's execution, and (iii) CITY's written Notice to Proceed.

B. This AGREEMENT shall be effective upon the date of approval by the City of Mobile City Council, and signature of the Mayor of the City of Mobile.

SECTION 3 - DEFINITIONS

A. CITY – City of Mobile

B. ALDOT or STATE – Alabama Department of Transportation

C. Transportation Director: The chief executive officer of ALDOT.

D. Deputy Director, Operations: The individual appointed by the Transportation Director to administer operational phases of ALDOT.

E. Chief Engineer: The individual appointed by the Transportation Director to administer pre-construction and policy phases of ALDOT.

F. Construction Bureau: The Bureau of ALDOT charged with administering ALDOT'S construction program.

G. State Construction Engineer: Administrative head of the Bureau of Construction of ALDOT.

H. Senior Project Manager, CONSULTANT: Qualified individual who has been assigned as the primary contact between contractor and the STATE on complex projects and/or multiple projects.

I. Project Manager, CONSULTANT: Qualified individual who has been assigned as the on-site person in charge of a construction contract.

J. Project Manager, CITY: Qualified individual assigned by the CITY to manage Construction

Engineering and Inspection contract formulated by this AGREEMENT and will be in responsible charge and direct control of project.

K. FHWA: The Federal Highway Administration of the United States Department of Transportation.

L. Construction Contract: Construction work let under separate contract(s) by ALDOT to contracting firm(s).

M. Contractor: Contracting firm or its designated representatives awarded contract(s) to do construction work.

N. Construction Contract Suspension: Cessation of construction activity on a construction contract.

O. Region Engineer: Administrative head of one of ALDOT Regions.

P. District Administrator: Administrative head of one of ALDOT'S Districts.

Q. State Bridge Engineer: Administrative head of ALDOT'S Bridge Bureau.

R. State Design Engineer: Administrative head of ALDOT'S Design Bureau.

S. Consultant: Consultant firm(s) retained by CITY to perform construction engineering and administrative functions as defined in this AGREEMENT.

T. State Materials and Tests Engineer: Administrative head of ALDOT'S Materials and Tests Bureau.

U. Area Materials Engineer: Employee designated by ALDOT to administer policies and oversee materials sampling and testing in an ALDOT Region/Area.

V. Consultant Design Engineer (when applicable): Consultant design engineer retained by CITY to design aforementioned project.

W. CITY Construction Engineer: Employee designated by CITY to administer policies and procedures of construction projects covered by this AGREEMENT.

X. Region/Area Consultant CE & I Engineer/Manager (when applicable): Employee of ALDOT designated by Region/Area Construction Engineer to be in charge of project(s) covered by this AGREEMENT.

Y. Area Local Transportation Engineer (when applicable): Employee designated by ALDOT to administer policies and procedures of city and county construction projects covered by this

agreement and let by ALDOT in an ALDOT Region/Area.

Z. County Engineer: Administrative head of a County Engineering Department.

AA. City Engineer: Administrative head of a Mayor's Office/City Engineering Department.

BB. Complex Projects: (1) a construction project that requires level of management higher than a Project Manager due to the complexity of the work, or (2) projects grouped together in sufficient number to collectively require management at a level higher than a Project Manager.

CC. Turn-key Construction Project Management: inspection services for a construction project are provided by a team staffed only with CONSULTANT personnel.

SECTION 4 – JOB DESCRIPTIONS AND MINIMUM QUALIFICATIONS

Listed below are minimum qualifications and job descriptions for the CONSULTANT'S personnel that may be working on project under this AGREEMENT.

A. PROJECT MANAGER:

Job Description:

- This is administrative and technical work in Civil Engineering. The employees in said class shall act as the first contact between contractor and the CITY and STATE. The Project Manager shall be responsible for supervision of all employees assigned to the said project. The Project Manager shall ensure that a project is built in accordance with project plans and specifications under which the contract was awarded. The Project Manager shall report directly to the CITY.

Minimum Qualifications:

- Ten years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications may be required as approved by the CITY and STATE.
- Asphalt Level I Laboratory Technician Certification
- Asphalt Level II Quality Manager Technician Certification
- Roadway HMA Pavement Technician Certification
- Work Zone Safety Certification

- Certified Concrete Technician (ACI and ALDOT certification)
- Radiation Safety Technician Certification
- Qualified Credentialed Inspector (QCI)
- Contract Plan Reading Certification

B. SENIOR INSPECTOR:

Job Description:

- This is skilled sub-professional engineering work in the field or office. Employees in said class shall act as the Assistant Project Manager and be responsible for reviewing and directing inspection duties of all project inspectors. The Senior Inspector shall be capable of surveying and drafting, as they apply to documenting and inspection, of a construction project. The Senior Inspector shall report directly to the Project Manager.

Minimum Qualifications:

- Eight years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with two years of experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications as necessary and approved by the CITY and STATE. Inspectors who are to perform a specific task shall be certified in said field.
- Asphalt Level I Laboratory Technician Certification
- Asphalt Level II Quality Manager Technician Certification.
- Certified Concrete Technician (ACI and ALDOT Certification)
- Roadway HMA Pavement Technician Certification
- Work Zone Safety Certification
- Radiation Safety Technician Certification
- Qualified Credentialed Inspector (QCI)
- Contract Plan Reading Certification

C. LEVEL- II INSPECTOR:

Job Description:

This is skilled sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by the contractor to include a description of work performed and any pertinent conversations with contractor. The inspector will assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector shall report directly to Senior Inspector and/or Project Manager.

Minimum Qualifications:

- Five years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering. One or more of the following certifications as necessary and approved by the CITY and STATE. Inspectors who are to perform a specific task shall be certified in said field.
- Asphalt Level I Laboratory Technician Certification
- Certified Concrete Technician (ACI and ALDOT Certification)
- Roadway HMA Pavement Technician Certification
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)
- Contract Plan Reading Certification

D. LEVEL I INSPECTOR:

Job Description:

- This is skilled sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by the contractor to include a description of

work performed and any pertinent conversations with contractor. The inspector will assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector shall report directly to Senior Inspector and/or Project Manager.

Minimum Qualifications:

- Some experience in construction inspection, surveying or highway materials testing and inspection is preferred. One or more of the following certifications as necessary and approved by the CITY and STATE. Inspectors who are to perform a specific task shall be certified in that field.
- Asphalt Level I Laboratory Technician Certification
- Certified Concrete Technician (ACI and ALDOT Certification)
- Roadway HMA Pavement Technician Certification
- Work Zone Safety Certification
- Radiation Safety Technician Certification
- Contract Plan Reading Certification

E. ADMINISTRATIVE ASSISTANT

Job Description:

- Employees in this class may perform a variety of clerical duties. These duties may include data entry, filing documents, sorting mail, typing documents, taking dictation, proofreading documents, making copies, greeting, and directing the public, taking telephone messages, posting records, or making simple calculations.

Minimum Qualifications:

- A high school diploma or a GED certificate.

F. PROFESSIONAL CIVIL ENGINEER

Job Description:

- This is advanced professional work in the field of civil engineering. Employees in said class perform a variety of complex engineering duties associated with planning,

geodetic surveys, location, design, construction or maintenance of roads, bridges, buildings, or other civil engineering projects.

Minimum Qualifications:

- Must possess a Professional Engineer's License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and must have at least one year of professional civil engineering experience.
- Qualified Credentialed Inspector (QCI)

G. TARGET PERSON

Job Description:

- This is sub-professional work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Limited instrument use for construction and right-of-way stakeout, obtaining quantity cross-sections, spot checking location and elevation of different construction activities such as form work, setting of girders, pipe grades and blue top elevations as well as cutting line constitute the main activities.

Minimum Qualifications:

- Six months experience in surveying.

H. INSTRUMENT PERSON

Job Description:

- This is skilled sub-professional surveying work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Employees in said class may be in charge of checking the contractor's work, obtaining quantity cross-sections, and staking right-of-way. Said employee must be able to operate several types of surveying equipment. The ability to read/comprehend contract plans, take and reduce field notes and complete daily reports is essential. The position shall report directly to Field Supervisor or Project Manager.

Minimum Qualifications:

- Two years' experience in surveying.

I. FIELD SUPERVISOR

Job Description:

- This is supervisory and technical surveying work in the field or office. Employees in said class are in charge of making daily work assignments, interpreting, and reading construction plans, and directing surveying activities involved with checking contractor's work, obtaining quantity cross-sections, and staking right-of-way. Work is performed with considerable independence, but is reviewed for conformance with established policies, procedures, and applicable State laws. The ability to calculate horizontal and vertical positions as well as quantities for payment, communicate in writing and orally, and instruct personnel in the use of equipment is essential. Said position shall report directly to Project Manager or Professional Land Surveyor

Minimum Qualifications:

- Four years' experience in surveying with at least one year of experience as a construction survey party chief.

J. PROFESSIONAL LAND SURVEYOR

Job Description:

- This is supervisory professional surveying work in the field or office as required by Alabama State Law. Employees in said class shall insure compliance to standards of practice for surveying in the State of Alabama and conformance with established policies and procedures for surveys which involve the staking of right-of-way.

Minimum Qualifications:

- Must possess a Professional Land Surveyor's License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and have at least one year of experience as a Professional Land Surveyor.

SECTION 5 – EQUIPMENT

A. Equipment and Supplies

1. The CONSULTANT shall be required to provide computers, tablet computers, smart phones, calculators, etc. for their personnel if needed to perform duties.
2. The CONSULTANT shall provide all required and/or applicable surveying equipment which must be the latest technical equipment such as electronic total stations, data collection, hand-held computers, automatic levels, hand-held two-way radios, electronic pipe and cable locators, and all needed safety equipment. The CONSULTANT shall provide all photographic equipment, tapes, rulers, field books and any other items necessary for satisfactory performance of work. The quantity and quality of the items require CITY and STATE approval.

SECTION 6 – INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor. Nothing herein creates a partnership, joint venture, or employment relationship. CONSULTANT has exclusive control over its employees, means, methods, and equipment.

ARTICLE II - SCOPE OF WORK

The CONSULTANT will perform construction engineering and inspection, materials sampling and testing and contract administration services, and design and survey support services for project.

SECTION 1 – BASIS OF FEE

The CONSULTANT will provide services, personnel and equipment as required by the CITY and STATE.

A. **Negotiated Fee**

- Description. A fixed, negotiated price. The CONSULTANT agrees to fulfill its obligation under the agreement in the performance of the work, with no expectation of additional compensation beyond the negotiated price except as provided for below.
- Compensation: CITY and CONSULTANT will jointly negotiate a total fee for services based on the project scope, duration, staffing needs, etc. Compensation and reimbursable costs will be paid in accordance with Article III.
- Allowable Modifications to Negotiated Fee: (1) Change to the construction project scope and/or contract time as memorialized in a Construction Project Supplemental Agreement. (2) Addition of Subconsultants as approved by City and STATE and not

included in the original negotiated fee, (3) Quantity overrun deemed significant by CITY and STATE and approved by CITY and STATE, (4) Additional services required from CONSULTANT and approved by CITY and STATE in response to a Contractor's claim. (5) Additional CONSULTANT services required and approved by CITY and STATE to assist appropriate CITY and/or STATE offices in preparing for hearings or litigation that may occur during the term of this AGREEMENT in connection with a project covered by this AGREEMENT or as otherwise required and approved by CITY and/or STATE.

- Errors; No Charge: CONSULTANT shall, at its expense, promptly correct errors, omissions, non-conformities, and re-perform affected services. Time and costs to correct such issues are not compensable.
- Written Authorization Required: No additional services, overtime, subconsultant costs, or unit-price testing beyond listed rates are compensable without the CITY's prior written authorization via Supplemental Agreement compliant with ALDOT requirements.

SECTION 2 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

A. PURPOSE:

This statement of work describes and defines services which are required for construction engineering, inspection, materials sampling and testing and contract administration for construction of project.

B. SCOPE:

The CONSULTANT shall be responsible for all construction engineering and administrative functions as defined in this Scope of Work and referenced manuals and procedures. The CONSULTANT shall utilize effective control procedures to assure the construction of said project is performed in reasonable conformity with plans, specifications, and contract provisions for project.

The CONSULTANT shall provide professional, technical, and administrative personnel, meeting requirements of the CITY and STATE in appropriate numbers at proper times to ensure that responsibilities assigned under this AGREEMENT are effectively fulfilled. All services shall be performed in accordance with established standard procedures and practices of the CITY and STATE.

Prior to furnishing any services, the CONSULTANT shall be familiar with CITY and ALDOT

procedures, standard and informal, and practices, standard and informal, for construction, engineering and contract administration used by the CITY and STATE. The CITY shall endeavor to provide the CONSULTANT at least ten (10) calendar days advance notice of the execution date for construction contract to allow sufficient time for the CONSULTANT to schedule its activities. In the event of emergency needs, for a short-term basis (sickness, vacation, etc.), the CITY shall provide the CONSULTANT with two days advance notice in order for the CONSULTANT to furnish required personnel. The CONSULTANT shall maintain close coordination with the CITY and STATE and the Contractor to minimize rescheduling of the CONSULTANT'S activities due to construction delays or changes in scheduling of the Contractor's activities.

C. ITEMS TO BE FURNISHED BY THE CITY AND STATE TO CONSULTANT:

1. The minimum Contract documents for project shall be distributed to the CONSULTANT, via the CITY and/or STATE after award of construction contract for project as follows:

   2 printed and bound sets of Construction Plans - Half scale

   1 printed and bound set of Construction Plans - Full size for as-built

   1 printed and bound copy and 1 electronic PDF copy of Executed Contract

2. The CONSULTANT will use computerized systems designated by ALDOT for contract administration.

D. ITEMS FURNISHED BY THE CONSULTANT:

1. An adequate supply of all standard forms to be used in fulfilling technical services under this AGREEMENT, disposable type molds for casting concrete test cylinders, sample cartons, sample bags and other expendable-type testing supplies.

2. Document Compliance

   The requirements outlined for printed documents listed below are a condition of this contract. The CONSULTANT shall obtain, without cost to CITY and/or STATE, at least one copy of each document. One copy of each document shall be available at the project office at all times. Compliance with these guides, manuals, procedures, and advisories shall be a requirement of this AGREEMENT.

   a. Applicable edition of the ALDOT Standard Specifications for Highway Construction, as defined by the project contract, with one copy for each of the CONSULTANT'S personnel.

The Standard Specifications for Highway Construction may be downloaded from the ALDOT website, or a printed and bound copy may be purchased from ALDOT.

b. ALDOT'S Construction Manual. The Construction Manual is available on ALDOT'S website.

c. All active Construction Information Memorandums (CIMs) issued, prior to or after execution of this AGREEMENT, by ALDOT'S State Construction Engineer. A copy of each Memorandum issued on or after execution of this AGREEMENT shall be furnished to the CONSULTANT in a timely manner by ALDOT. ALDOT's CIMs are available on ALDOT'S website.

d. ALDOT'S Testing Manual as issued by ALDOT'S State Materials and Tests Engineer. The Testing Manual is available on ALDOT'S website.

e. All Technical Advisories and Memoranda issued, prior to or after execution of this AGREEMENT, by ALDOT'S State Materials and Tests Engineer. The Technical Advisories and Memoranda are available on ALDOT'S website.

f. A tabulation of required ALDOT'S technician certifications relating to construction engineering and inspection.

g. ALDOT'S Materials, Sources and Devices with Special Acceptance Requirements (MSDSAR). The MSDSAR is available on ALDOT'S website.

h. One copy of ALDOT 460 issued by ALDOT'S State Materials and Tests Engineer for each project on which there is a nuclear testing device.

i. Guidelines for Operations (GFOs) issued by ALDOT. GFOs are available on ALDOT'S website.

j. FHWA Manual on Uniform Traffic Control Devices as adopted by ALDOT.

k. Applicable portions of the ALDOT Special and Standard Highway Drawings, which are available on ALDOT's website.

l. The applicable Alabama Regulations for Control of Radiation Chapter 420-3-26 Radiation Control as issued by the State of Alabama Department of Public Health and available on their website.

m. The AASHTO Standard Specifications for Transportation Materials and Methods of Sampling

and Testing.

n. Copies of all applicable AASHTO/ASTM Standards.

3. The CONSULTANT shall have available, for use in the field office, a personal computer. The personal computer shall comply with at least current minimum ALDOT desktop hardware standards and shall contain a current ALDOT remote network interface device. Additionally, the computer shall be equipped with a printer conforming to current minimum ALDOT standards with 11x17 print capabilities. The said computer shall include current ALDOT standard Microsoft Office configuration, as well as current ALDOT production versions of Bentley software. All CADD files are required to be completely compatible with the Department's current production versions of Bentley software. In addition, the CONSULTANT shall have available tablet computers and/or smart phones for use in the field inspections and documentation, if required. The tablet computer and/or smart phone shall comply with at least current minimum ALDOT standards and have access to the internet via an air card or Wi-Fi connection. Ownership and possession of such computers and smart phones shall remain at all times with the CONSULTANT. The CONSULTANT shall be responsible for requesting a password to access ALDOT'S computer network. Devices that access ALDOT or CITY systems shall meet current ALDOT desktop and mobile standards. CONSULTANT shall promptly notify the CITY of any data incident affecting project records.
4. The CONSULTANT shall provide appropriate types of vehicles, in numbers as approved by the CITY and STATE to accommodate the CONSULTANT'S project personnel. While being used on a project, each CONSULTANT vehicle is to be clearly and legibly identified with the CONSULTANT's company name and logo and equipped with functioning high-intensity work zone strobe lights.
5. Routine items for operation of the office, such as stamps, postal costs, custodial fees, utility service, etc., shall be supplied by the CONSULTANT.
6. Any items not specifically mentioned elsewhere in this agreement but needed by the CONSULTANT staff shall be provided by the CONSULTANT.

E. LIAISON:

The CONSULTANT shall be fully responsible for fulfilling all functions assigned to it by this

AGREEMENT. The CONSULTANT'S activities and decisions relating to project(s) shall be subject to review by the CITY and STATE. The CONSULTANT shall provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities under this AGREEMENT. No personnel shall be assigned until a written notification by the CITY has been issued. Construction engineering and inspection forces shall be required of the CONSULTANT at all times when required by the CITY and STATE. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of the CITY to correspond with type of suspension, either complete suspension or partial suspension.

F. COOPERATION AND PERFORMANCE OF THE CONSULTANT:

During the period of this AGREEMENT, the CITY and STATE shall conduct reviews of various phases of the CONSULTANT'S operations, such as construction inspection, materials sampling and testing and administrative activities. Reviews shall be conducted to determine compliance with this AGREEMENT and sufficiency with which procedures are being effectively applied. These reviews are to assure that construction work and administrative activities are performed in reasonable conformity with the CITY and STATE policies, plans, specifications, and contract provisions. The CITY and STATE shall have complete access, at all times, to the project site, project office, all project records and any other CONSULTANT items associated with said project or this AGREEMENT. The CONSULTANT shall cooperate and assist the CITY and STATE representatives in conducting said reviews. When deficiencies are indicated in a review, immediate remedial action shall be implemented by the CONSULTANT in conformance with the CITY and STATE'S recommendations. The CITY and STATE'S remedial recommendations and the CONSULTANT'S actions are to be properly documented by the CITY and STATE. The CONSULTANT shall be responsible for accuracy of its work and shall promptly implement policies and procedures reasonably necessary to prevent errors, omissions, or noncompliance with said contract terms. If the CONSULTANT'S services hereunder contain errors, omissions, or are not compliant with terms of said contract, the CONSULTANT, upon receipt of written notice of such defects from the CITY and/or STATE, shall correct such errors, omissions, or noncompliance at its own expense. However, when the CONSULTANT is responsible for managing a project and where CONSULTANT errors, omissions or contractual lapses caused increased costs, delays, or

other damages to the CITY, the CITY shall prepare a written evaluation of the costs, delays or damages and circumstances that caused the increased costs, delays, or damages. A copy shall be sent to the CONSULTANT. Said costs shall be deducted from the monthly payment or retainage due to the CONSULTANT. Remedial action shall be required commensurate with the degree and nature of deficiencies cited. Additional compensation to the CONSULTANT shall not be allowed for remedial action taken to correct deficiencies by the CONSULTANT. Federal Aid projects are subject to review by representatives of FHWA. Additional CITY and STATE personnel may make special reviews. The CONSULTANT shall fully cooperate with and assist in making such reviews.

CONSULTANT shall maintain complete project records (including CAMMS entries, diaries, test logs, certifications, payrolls, subconsultant records, and digital photos/video) and provide the CITY, ALDOT, FHWA, and their auditors full access during performance and for **at least three (3) years after final payment** or longer if required by law or while audits/claims are pending.

G. REQUIREMENTS:

1. General:

   It shall be the responsibility of the CONSULTANT to provide services as necessary for contract administration to produce construction in reasonable conformity with plans, specifications, and contract provisions. The CONSULTANT shall advise the CITY and STATE and shall document any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action taken.

2. Survey Control:

   The CONSULTANT may be requested to reestablish project survey controls. The CONSULTANT may be requested to provide project surveying to fulfill project requirements.

3. Project Inspection:

   The CONSULTANT shall provide services to monitor and document the Contractor's construction operations. The CONSULTANT shall test, inspect, and document all construction products and materials as required to assure the CITY and STATE that the quality of workmanship and materials are in reasonable conformity with plans, specifications, and other contract provisions. The CONSULTANT shall check and report on grades and alignments of surfaces and structures as

construction progresses. The CONSULTANT may be responsible for monitoring and documenting asphalt production as required to assure the CITY and STATE that the material produced is in reasonable conformity with plans, specifications, and other contract provisions. The STATE shall monitor all other off-site activities and fabrication, including pre-stress production. The CONSULTANT shall keep detailed, accurate records of the Contractor's daily operations and significant events that may affect the work. The standard procedures and practices of the STATE for inspections of construction projects are set out in the STATE'S Construction Manual. The CONSULTANT shall have appropriate certifications for inspection of work being performed. The CONSULTANT shall, in general, perform inspection services in accordance with these standard procedures and practices and other accepted practices as may be appropriate.

4. Testing:

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will assure materials and workmanship incorporated in each project is in reasonable conformity with plans, specifications, and contract provisions. The CONSULTANT shall meet the minimum sampling frequencies set out in the STATE'S Testing Manual. The CITY and STATE reserves the right to require additional sampling and testing. The CONSULTANT shall be specifically responsible for securing job control samples and utilizing test results to determine acceptability of all materials and completed work items. The CONSULTANT shall be responsible for verification of a certified test report as determined by the Bureau of Materials and Tests, DOT label, DOT stamp, etc., as appropriate. The CONSULTANT shall be responsible for progress record sampling of reinforcing steel. The CITY and/or STATE shall monitor the effectiveness of the CONSULTANT'S testing procedures through surveillance and obtaining testing progress record samples and final record samples. Progress record sampling and testing is necessary to verify job control sampling frequencies and test procedures are adequate. The CONSULTANT shall inform the CITY and STATE of schedules for sampling and testing as work progresses on each construction contract so sampling can be accomplished by the STATE at the proper time. Sampling and testing shall be as required by the aforementioned ALDOT Testing Manual or as modified by contract provisions. The CONSULTANT shall be responsible for transporting samples to be tested to the appropriate State laboratory. Any testing performed at a

laboratory other than the State laboratory shall be handled in the AGREEMENT. The CONSULTANT shall perform all required and necessary surveillance, inspection, and documentation of project hot-mix asphalt operations.

5. Management Engineering Services:

The CONSULTANT shall perform all management engineering services necessary to: assure proper coordination of activities of all parties involved in accomplishing completion of projects; maintain complete, accurate records of all activities and events relating to projects; properly document all significant changes to projects; provide interpretations of plans, specifications and contract provisions; make recommendations to the CITY and STATE to resolve disputes that may arise in relation to construction contracts; and to maintain an adequate level of surveillance of the Contractor's activities. The CONSULTANT shall perform any other management engineering services normally assigned to a project that are required to fulfill the CONSULTANT'S responsibilities under this AGREEMENT. All recordation and documentation shall be in accordance with standard CITY and ALDOT procedures, formats, and content. CONSULTANT services include, but are not limited to the following:

a. Attending and participating in a pre-construction conference for project. Record significant information revealed and decisions made at the conference and if requested by the CITY and/or STATE, distribute copies of said minutes to appropriate parties. The CONSULTANT may be required to conduct the pre-construction conference.

b. Complete and maintain a full and accurate daily record of all activities and events relating to the project. Record all work completed by the Contractor, including quantities of pay items in conformity with the Construction Manual, Construction Information Memorandums, and CAMMS Policies and Procedures. The CONSULTANT shall immediately report to the CITY and STATE changes in pay items, project time or cost as soon as they become known to the CONSULTANT.

c. Complete and maintain Project Diaries and Inspector's Daily Reports as requested by the CITY and STATE. **Said diaries and reports shall be kept up to date on a daily basis**.

d. Maintain a project log of all materials entering into the work with proper indication of basis of acceptance for each shipment of material. Upon project closeout, prepare and submit the

required summary of test certifications to ALDOT.

e. Maintain project records of all sampling and testing accomplished. Analyze such records to ascertain acceptability of materials and completed work items. The field reports shall be recorded in project records within three days. The CONSULTANT shall verify, certify, and document work items requiring performance periods (curing period, operational period, etc.).

f. Prepare and submit monthly to the CITY and STATE a comprehensive tabulation of the quantity of each pay item satisfactorily completed that includes appropriate test reports and/or materials certifications or materials stored to date. Quantities shall be based on daily records and calculations. Calculations shall be properly recorded. The tabulations shall be used for preparation of the Monthly Progress Estimate.

g. Provide interpretations of plans, specifications, and contract provisions. The CONSULTANT shall consult with the CITY and STATE when an interpretation involves complex issues or may have an impact on cost or quality of performing said work.

h. Field problems are difficulties encountered during construction through circumstance, which may or may not be under the control of the Contractor, requiring a degree of engineering evaluation and decision. Field problems might involve situations such as: out of place piling, out of tolerance work, out of specification materials, structural defects, accidental damage, underground obstructions, etc. These problems may have a significant impact upon the execution, progress, cost, or quality of said project. Therefore, it is of paramount importance that problems be resolved expeditiously. The CONSULTANT shall ensure solutions are pursued and implemented as expeditiously as possible. Where a difficulty, problem, or defect of any nature is encountered during construction, the CONSULTANT shall assemble all relevant information to include any proposals from the Contractor. The CONSULTANT shall document and evaluate the same in a concise and orderly manner, by reviewing all information and circumstances. The CONSULTANT shall make recommendations to the CITY and STATE for the most expeditious course of action to minimize delays and costs while achieving a structurally acceptable result.

The Engineer of Record (Design Engineer) or State Construction Engineer, depending on the nature of proposal is responsible for structural engineering analysis of the Contractor's

proposals, determining acceptability of proposals and meeting the requirements of said design. However, the CONSULTANT shall be responsible for ensuring that the CITY and STATE are provided with all relevant information and, in addition, shall appraise and make recommendations to the CITY and STATE of all project related circumstances that may have an influence upon the solution.

In particular, the CONSULTANT shall first utilize his own personnel and resources in order to assess the problem and its likely impact on said project(s). By utilizing CONSULTANT personnel and resources, the CONSULTANT shall assess both technical and contractual implications upon said project(s) of any proposals presented by the Contractor. The CONSULTANT shall consider all likely impacts upon project(s) as regards to costs, delays, potential claims, contract administration, management, any justifiable financial adjustments (increases or decreases, including penalties) to be applied to Construction Contract, and feasibility of the Contractor successfully and expeditiously fulfilling his technical proposals. The CONSULTANT shall make these assessments in order to formulate his recommendations. The CONSULTANT shall then forward the said assessments and recommendations to the CITY and STATE, together with any proposals from the Contractor. The CONSULTANT shall be a liaison and cooperate with the CITY and STATE in resolution of any problems. Upon resolution and approval of technical solution, the CONSULTANT shall ensure all approved remedial measures are completed in a technically competent and satisfactory manner. The CONSULTANT shall be responsible for any contract administration and management normally associated with implementing remedial measures. In situations where the CONSULTANT does not have direct responsibility for engineering inspection of the item that caused said problem, but where that item is now under his area of control, (example: defective precast components or fabricated steelwork made at a facility under engineering inspection of a different party and later delivered to site), the CONSULTANT shall formulate his assessment and recommendations and cooperate in resolving the problem.

In all situations, the CONSULTANT shall ensure all proposals, reviews, assessments, studies, recommendations, and decisions are executed expeditiously in order to minimize any delays and costs.

i. The CONSULTANT shall analyze changes to plans, specifications or contract provisions and extra work that appears to be necessary to fulfill the intent of said contract. The CONSULTANT shall provide recommended changes to the CITY and STATE for approval. Approval of the CITY and STATE must be obtained prior to initiating any change or extra work.

j. When a modification to the original contract for a project is required, due to a necessary change in character of work, the CONSULTANT, in conjunction with the CITY and STATE, shall negotiate prices with the Contractor and prepare and submit a recommendation to the CITY and STATE for approval. The CITY and STATE shall prepare the required SUPPLEMENTAL AGREEMENT and obtain all required approvals.

k. In the case where the Contractor gives notice, either written or verbal, that certain work to be performed is beyond the scope of construction contract and intends to claim additional compensation, the CONSULTANT shall maintain accurate documentation in accordance with Section 110 of the Standard Specification of the costs involved in such work.

l. In the case where the Contractor for a project submits a claim for additional compensation, the CONSULTANT shall analyze submittal in conjunction with the CITY and STATE. The CONSULTANT may be required to provide a recommendation on the validity and reasonableness of the requested additional compensation and/or contract time extension. The CONSULTANT shall maintain complete and accurate documentation of work involved in claims.

m. In the case where the Contractor for a project submits a request for an extension of allowable contract time, the CONSULTANT shall analyze the request and prepare a recommendation to the CITY and STATE covering accuracy of statements and actual effect of delaying factors on completion of controlling work items. The CONSULTANT shall make recommendations weekly, or at other times as necessary, to the CITY and STATE on all delays. This recommendation is needed to justify a time extension.

n. The CONSULTANT shall prepare and submit to the CITY and STATE a final estimate with documentation, summary of test certifications, and one (1) set of record as-built plans for each contract. This task must be completed in a timely manner or in accordance with current

ALDOT Standard Specifications from the earliest project acceptance date.

o. At the request of the CITY and/or STATE, the CONSULTANT shall assist appropriate CITY and/or STATE offices in preparing for hearings or litigation that may occur during the term of this AGREEMENT in connection with a project covered by this AGREEMENT.

p. The CONSULTANT shall monitor and document the Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with CITY and State procedures. This includes sub-contractor compliance.

q. The CONSULTANT shall review and document the Contractor's compliance with contract requirements concerning Equal Employment Opportunity and Affirmative Action; assist the STATE'S Equal Employment Opportunity Specialist as requested; and review and document D.B.E. (Disadvantaged Business Enterprises) activities to ensure compliance of contract goals.

r. The CONSULTANT shall review and document each construction project to the extent necessary to determine whether construction activities violate the requirements of any permits. The Project Manager shall notify the Contractor, in writing, of any violations or potential violations and request his immediate resolution of said problem. Violations shall be reported to the CITY and State immediately.

s. Shop drawing/sample submittal and approvals shall be logged by the CONSULTANT. Tracking shall include maintaining a logbook of the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly.

t. The CONSULTANT shall assist the Contractor and utility companies in resolving conflicts so that any conflicting utilities are timely removed, adjusted, or protected to minimize delays to construction operations. Documentation shall be maintained in accordance with the STATE'S procedures.

u. The City Project Manager and the CONSULTANT shall conduct meetings as required with Contractor, sub-contractor and/or utility companies to review plans, schedules, problems, or other areas of concern. The results of these meetings shall be recorded by CONSULTANT in the project diary.

v. The CONSULTANT may be required to conduct and document field reviews of maintenance of traffic operations after normal working hours, weekends, and holidays.

w. The CONSULTANT may be required to respond to inquiries from various persons, i.e., public, media, property owners, local agencies, State agencies, Federal agencies, etc., and inform the CITY and State of these inquiries.

x. The CONSULTANT may be required to provide field construction activities in areas of design engineering, vertical and horizontal control, typical sections, cross-sections for monthly estimates and other engineering required to complete construction projects.

H. PERSONNEL:

1. General Requirements:

The CONSULTANT shall provide a sufficient number of qualified personnel as directed by the CITY and STATE to effectively carry out its responsibilities under this AGREEMENT.

2. Personnel Qualifications:

The CONSULTANT shall utilize only competent personnel who are qualified by experience and education. The CONSULTANT shall submit, in writing, to the CITY and STATE the name of all personnel to be considered for assignment to said construction projects, together with a detailed resume of each person's qualifications and copies of current certifications with respect to salary, education and experience. The CONSULTANT'S personnel approval request shall be submitted at least two weeks prior to and approved by the CITY and STATE prior to the date an individual is to report to work.

3. Staffing:

The CITY and STATE shall determine the number and type of personnel needed to adequately staff and carry out responsibilities of said scope of service. The qualifications of each person proposed for assignment must be reviewed and approved in writing by the CITY and STATE. An individual previously approved whose performance is later determined by the CITY and/or STATE to be unsatisfactory shall be immediately removed and replaced by the CONSULTANT within one week after notification. The CONSULTANT shall maintain an appropriate staff, as approved by the CITY and STATE, after completion of construction to

complete the final estimate. Qualified personnel, thoroughly familiar with all aspects of construction and final measurements of various pay items, shall be available to resolve disputed final pay quantities until an appropriate contract is finalized.

As the Contractor's operations on a contract diminish, the CONSULTANT shall reduce the number of personnel assigned to said project as appropriate. Any adjustment of the CONSULTANT forces as directed by the CITY and/or STATE shall be accomplished within one week after notification. The CONSULTANT shall, at all times, provide project personnel to ensure proper staffing is maintained. Personnel on a specific project shall be rotated to keep overtime to a minimum. The method of schedule modification shall be approved by the CITY and STATE. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of the CITY and STATE to correspond with type of suspension. In the event of a construction contract suspension which requires the removal of CONSULTANT forces from project, the CONSULTANT shall be allowed up to a maximum of five (5) days to demobilize, relocate or terminate such forces.

Should the CITY and STATE determine a need for additional classifications not set forth in this AGREEMENT, the classifications and hourly pay ranges shall be established based on mutual AGREEMENT with the CONSULTANT.

Key Personnel. Individuals approved as Project Manager and Senior Inspector are "Key Personnel." CONSULTANT shall not reassign, replace, or reduce Key Personnel without the CITY's prior written consent, which shall not be unreasonably withheld.

4. Certification - Licensing for Equipment and Personnel:

The CONSULTANT shall be responsible for obtaining proper certification and licenses for equipment and personnel used on any project. Licensing of nuclear testing devices shall be obtained through the appropriate agencies. Only technicians approved by the CITY and STATE shall be authorized to operate nuclear testing devices. The CONSULTANT shall be responsible for monitoring the activity (i.e., film badges/radiation levels) of their technicians who operate nuclear testing devices. Other certifications for technicians such as concrete, Asphalt Roadway, Asphalt Plant, American Traffic Safety Services Association (ATSSA) Worksite Supervisors and others if applicable shall be required. Construction Inspectors' work

qualifications shall be as shown in Article 1, Section 4 this AGREEMENT.

I. SUBCONSULTANT SERVICES:

CONSULTANT may not retain any subconsultant without the CITY's prior written approval. CONSULTANT remains fully responsible for subconsultants' acts and omissions. CONSULTANT shall bind all subconsultants to the terms of this Agreement, including insurance, audit, access-to-records, federal-aid requirements, DBE/EEO, and indemnity to the extent of each subconsultant's work. The CITY and STATE shall verify qualifications of personnel used by sub-consultants.

J. OTHER SERVICES:

The CONSULTANT shall, upon written authorization by the CITY, perform any additional services not otherwise identified in this AGREEMENT as may be required by the CITY and STATE in connection with said Project.

K. CLAIMS REVIEW:

In the event the Contractor for said project submits a claim for additional compensation and/or time, the CONSULTANT shall, by written request from the CITY and/or STATE, analyze the claim, prepare recommendation to the CITY and STATE covering validity and reasonableness of charges and/or assist in negotiations leading to the settlement of said claim. Compensation for these services shall be mutually agreed between the CITY, STATE and the CONSULTANT prior to performance of said Services.

L. LITIGATION AND HEARINGS

The CONSULTANT shall, upon written request by CITY and/or STATE, assist appropriate CITY and/or STATE Offices in preparing for arbitration hearings or litigation that occur after the CONSULTANT'S contract time in connection with the project covered by this AGREEMENT. The CONSULTANT shall, upon written request by CITY and/or STATE, provide qualified. Engineers and/or Engineering Technicians to serve as engineering witnesses, provide exhibits, and otherwise assist the CITY and/or STATE in any litigation or hearings in connection with said construction contract(s).

ARTICLE III – PAYMENT

SECTION 1 – OVERHEAD, PROFIT AND SALARY INCREASES

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 is limited to ten (10) percent of these costs.

SECTION 2 – COMPENSATION AND REIMBURSABLE OUT-OF-POCKET EXPENSES

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.

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

A. The total compensation to the CONSULTANT for work provided and performed under this AGREEMENT as a Negotiated Fee in accordance with Article II, Section 1.A will be as follows:

1. Direct salary and wages

a. Actual salary and wages paid to personnel while actually engaged in performance of work, all as determined by Finance Director of the Alabama Department of Transportation.

b. Soil Laboratory Services – Compensation for soil laboratory service tests performed by CONSULTANT under this AGREEMENT shall be in accordance with the following soil laboratory service test rates.

SOIL LABORATORY TEST	TEST RATE (each test)
Atterberg Limit with Moisture Content	$75.00
Sieve Analysis	$70.00
Standard Proctor (Soil)	$100.00
Standard Proctor (Stone)	$150.00
Modified Proctor (Soil)	$110.00
Modified Proctor (Stone)	$158.00
Classification (AASHTO)	$155.00
Classification (Topsoil)	$155.00
Moisture Content	$13.50
Topsoil	$125.00

2. All other related direct actual costs paid by the CONSULTANT, applicable to this AGREEMENT, such as printing and reproduction, and subsistence of personnel engaged on project at rates payable under state law, and for those supplies, communication equipment, etc. not included in the overhead rate. Travel and per diem shall not exceed current U.S. GSA rates and are reimbursable only when pre-approved in writing by the CITY. Vehicles reimbursed for work-related mileage (excluding mileage for commuting) at the prevailing Federal mileage rate as approved by the General Services Administration, see Attachment #1 for ALDOT Consultant Field Office Procedures, which Attachment #1 is made a part hereof.
3. For work performed out of a CONSULTANT'S field office, the CONSULTANT'S field overhead and labor additive rate of 123.64 percent (for Fiscal Year Ending 12.31.2024) shall be applied to direct salary and wages. CONSULTANT's field Facilities Capital Cost of Money (FCCM) rate is 0.508 percent (for Fiscal Year Ending 12.31.2024) of the direct labor and no profit shall be allowed on the said item. This field overhead and labor additive rate and this field FCCM rate shall be fixed for the life of the AGREEMENT unless revised by SUPPLEMENTAL AGREEMENT. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. For subconsultant's that have not provided an audited field office overhead rate, the billable field office rate shall be 105.00 percent until such time as one is provided to the STATE's Bureau of Finance and Audits, External Audit Section.
4. Compensation for approved Additional Design Support Services performed by CONSULTANT and approved Post Design Services and Field Surveying Services performed by subconsultants under this AGREEMENT shall be in accordance with the compensation rate structure specified in CONSULTANT's contract fee proposal approved by CITY and STATE.
5. 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. Except as expressly stated (5% administrative fee on subconsultants), CONSULTANT shall not apply overhead or profit to third-party charges (testing labs, permits, reproduction, travel, postage).

6. The STATE'S Bureau of Finance and Audits, External Audit Section shall be furnished a Statement of Direct Labor, Fringe Benefits and General Overhead that is in compliance with Generally Accepted Accounting Principles and an audited Statement of Indirect Cost developed in compliance with the Contract Cost Principles and Procedures stated in Volume 1, Federal Acquisition Regulations, Part 31, and the audit standards contained in the Government Auditing Standards issued by the Comptroller General of the United States by the end of the fifth month after the closing of the CONSULTANT'S fiscal year.
7. Any paid overtime shall require prior authorization from the CITY and STATE. Billable overtime is all time worked over Forty (40) Hours each week or holidays observed by the CONSULTANT.

   For firms that include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

   a. The hourly overtime rate will be 1.5 times the billable rate.
   b. Hours worked on holidays observed in the Region on the work that is being performed by the CONSULTANT will be billable at an hourly rate of 2 times the regular billing rate.

   For firms that do not include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

   a. The hourly rate will be one 1 times the billable rate.
   b. The premium portion of overtime will be billed in accordance with the CONSULTANT'S Indirect Cost Rate Calculation.
8. The maximum amount payable to the CONSULTANT for work provided for under this AGREEMENT, shall not exceed $1,132,641.00 (max. Federal amount $906,113.00; max. City amount $226,528.00).

SECTION 3 – PAYMENT DOCUMENTATION

A. Certified copies of daily payrolls for personnel actively engaged on work included in this specific Rate of Pay AGREEMENT shall be furnished monthly.

B. Payments to the CONSULTANT shall be made not more often than monthly. Payment shall be subject to submission by the CONSULTANT of such vouchers or invoices, daily progress

reports, and such evidence of performance the CITY and STATE may deem necessary, within thirty (30) days of the completion of the end of the period covered by the invoice or voucher. The original invoice and (3) three copies shall be submitted by the CONSULTANT to the CITY for review, approval, and payment.

C. The CONSULTANT shall correlate and coordinate accounting of CONSULTANT to comply with current audit system of the STATE and applicable Federal Acquisition Regulations. Since this is a cost reimbursable type of AGREEMENT, all direct job costs, and labor costs charged to the said project shall be the actual rate of pay at the time work is performed and shall be subjected to audit by the CITY and/or STATE.

D. The CITY may withhold amounts reasonably necessary to cure defective or undocumented work or to secure completion, and may set off amounts due against CONSULTANT's obligations, including audit disallowances.

SECTION 4 – FINAL PAYMENT

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the CITY and STATE of all claims and of any and all liability of the CITY and STATE to the CONSULTANT, its representatives and/or assigns for all things done, furnished or relating to services rendered by the CONSULTANT under, or in connection with this AGREEMENT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the CITY and STATE. Notwithstanding the foregoing release, the CITY's rights to audit, recover disallowed costs, pursue indemnity, and enforce warranties shall **survive** final payment.

SECTION 5 – CONSULTANT EMPLOYMENT BY CONSTRACTORS

During the period of this AGREEMENT, the CONSULTANT shall not be employed, and CONSULTANT'S employees shall not be employed, by construction contractors performing work on city, state, or federal-aid projects on which the CONSULTANT is assigned without approval in writing by the CITY and STATE.

SECTION 6 –MULTIPLE CONSULTANT AGREEMENTS

The work to be performed under this AGREEMENT shall not include any work payable to the CONSULTANT under any other AGREEMENT(S) with the CITY and STATE in effect at the time work is performed.

ARTICLE IV – MISCELLANEOUS PROVISIONS

Exhibits A, B, C, D, E, F, G, H, I, K, L, M, N, O, P, Q, R and S attached hereto, are made a part of this AGREEMENT and the terms and provisions of such exhibits are binding on the parties respectively as fully and completely as they would bind the parties if such terms and provisions were set forth in writing in the AGREEMENT. In the event of a conflict, the following controls in this order: (1) CITY-issued Supplemental Agreements; (2) this Agreement Articles; (3) CITY Special Conditions and Exhibits; (4) ALDOT manuals and specifications incorporated herein; (5) CONSULTANT's proposal, if any.

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 there from.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the City of Mobile City Clerk's Office.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Mobile, Alabama utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

This Agreement is contingent upon lawful appropriation of funds and availability of federal/state participation. The CITY may terminate, without penalty, if funds are not appropriated or become unavailable.

In compliance with Ala. Act No. 2023-409, by signing this contract, CONSULTANT provides written verification that CONSULTANT, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

CONSULTANT shall treat CITY data as confidential to the extent permitted by law and shall not disclose except to perform the Services. All work product, data, field records, photos, test

results, CAMMS entries, and deliverables created under this Agreement are **CITY property**. CONSULTANT shall deliver complete editable copies upon request and at closeout.

In WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and the AGREEMENT is deemed to be effective on the date approved by the City Clerk and the approval of the Mayor of the City of Mobile.

CITY OF MOBILE, a Municipal Corporation

By: _____

William S. Stimpson, Mayor

Date: _____

Attest: _____

Lisa C. Lambert, City Clerk

Date: _____

Thompson Engineering, Inc.

By: _____

Print: Scott A. Hardy

Its: COO

Address: 2970 Cottage Hill Rd Ste 190
Mobile AL 36606

Telephone: 251 666 2443

Date: 09/16/2025

STATE OF ALABAMA
CITY OF MOBILE

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Scott Hardy **, whose name is signed to the foregoing instrument in the capacity of** COO **of Thompson Engineering, Inc. 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 voluntary on the day the same bears date.**

Given under my hand and official seal of office this the 16 **day of** Sept 2025**.**

Dana Martin Glass

Notary Public
My Commission Expires

DANA MARTIN GLASS
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Feb. 01, 2027

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the CITY, or such other remedy may be undertaken by the CITY as it deems appropriate.

EXHIBIT A-1

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# Construction Engineering & Inspection Current Date 7 /29/25

Project Description Dauphin Street - Access Management and Signal Upgrades - COM Project No 2018-3005-26

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

The Consultant Engineer for CE&I services and testing was selected through the request and permission of the ALDOT through their on-call list of consultants. This selection is based on the firm's familiarity of the project and and ALDOT CEI requirements.

Requested By (Department Director)

(Signature) (Title) City Engineer (Date) 07-29-2025

251-208-7243
Telephone Number

forresterj@cityofmobile.org
Email Address

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Small Business Development Manager (Title) 8/7/2025 (Date)

Approved By (CAO)

City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at https://cityofmobile.sharepoint.com/sites/COMPortal .
Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver. Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.

EXHIBIT B

ENERGY CONSERVATION PLAN

The parties agree to fully comply with the energy conservation plan of the State of Alabama issued in compliance with the Federal Energy Policy and Conservation Act (Public Law 94-163) where applicable to the parties and, in addition;

In the event the payment to CONSULTANT under the terms of this AGREEMENT exceeds the sum of $100,000.00, the CONSULTANT agrees to comply fully and completely with the applicable standards, orders and requirements issued under the following laws, orders and regulations:

a. Section 306 of the Federal Clean Air Act (42 U.S.C. 1857(h), as amended by 42 U.S.C. 7401 et seq.).

b. Section 508 of the Federal Clean Water Act (33 U.S.C. 1368).

c. Executive Order 11738 (Federal).

d. Environmental Protection Agency Regulations (40 CFR Part 15).

It is understood and agreed that the STATE will report in writing to the Federal Highway Administration and to the Assistant Administrator for enforcement of the United States Environmental Protection Agency, violation on the part of the CONSULTANT, immediately upon concurrence of any such violation or any provision of the foregoing laws, orders and regulations applicable to CONSULTANT.

EXHIBIT C

CHANGES OF WORK

a. If during the term of this AGREEMENT additional services are required other than those services specified in this AGREEMENT, or major changes in the work become necessary or desirable, the CITY and/or STATE may, in writing, order the CONSULTANT to perform such services or make such changes, or if the CONSULTANT is of the opinion that the work he was directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT shall promptly notify the CITY and STATE in writing of such fact and receive written approval from the CITY and STATE prior to performing such work. The terms "in writing" and "written approval" may be in the form of normal correspondence such as letters, or written conference notes approved by the CONSULTANT, the CITY and the STATE. In the event that the CITY and/or STATE determines that such work does constitute extra work, additional terms for completion of contract shall be given and payment for the extra work will be negotiated by supplemental AGREEMENT. Any extra work and/or payment for extra work must have the approval of the Federal Highway Administration before such work is undertaken if Federal funds are to be utilized in payment for such work. No change or extra work is compensable unless authorized **in advance in writing** by the CITY (and ALDOT/FHWA where required) via Supplemental Agreement.

b. During the term of this AGREEMENT any service in the AGREEMENT may be deleted and reduced at the discretion of the CITY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee will be made on a proportionate basis.

DELAYS AND EXTENSIONS - TIME PERIOD OF AGREEMENT

In the event that additional work or unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in this AGREEMENT, the CITY may grant a time extension to any or all phases of the work provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred. Any time extension for extra work authorized will be based on the ratio that the additional compensation bears to the original fee and time limit. In the event the CITY determines the time provided for in the AGREEMENT for the completion of work is not sufficient for completion of the work, in keeping with generally acceptable work practices for accomplishment of the work involved, the CITY may, at the sole option of the CITY, in writing directed to the CONSULTANT, extend the AGREEMENT for such time period, or periods of time from time to time thereafter as the CITY deems necessary for work completion. Writing directed from the CITY to the CONSULTANT extending the AGREEMENT will be conclusive of the fact that the CITY has made the determination of insufficiency of time as above provided.

EXHIBIT D

CONFERENCES, VISITS TO SITE, INSPECTION OF WORK

a. The parties agree that conferences will be held at the request of CITY and/or STATE representatives, the Federal Highway Administration or the CONSULTANT to discuss matters pertinent to any phase of this project. CITY, STATE or FHWA representatives may visit the CONSULTANT'S office during normal working hours where the work is being performed at any time with or without advance notice to the CONSULTANT. The CONSULTANT agrees to coordinate the work with the CITY and STATE throughout all areas and stages of work as it progresses, assuring that it proceeds expeditiously and is accomplished in an orderly and timely fashion.

b. The CONSULTANT, when so directed by the CITY and/or STATE, agrees to confer with local public agencies, including planning authorities, giving consideration to suggestions and plans of such agencies.

EXHIBIT E

TERMINATION OR ABANDONMENT

a. The CITY and/or STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The CITY and/or STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CONSULTANT upon an equitable basis. The value of the work performed by the CONSULTANT prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the CITY and/or STATE shall consider the following:

   1. The ratio of the amount of work performed by the CONSULTANT prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

   2. The amount of the expense to which the CONSULTANT is put in performing the work to be terminated in proportion to the amount of expense to which the CONSULTANT would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CONSULTANT prior to the termination, no consideration will be given to profit, which the CONSULTANT might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

   3. Upon any termination, CONSULTANT shall promptly deliver all work product, records, and data to the CITY and provide reasonable transition assistance for up to thirty (30) days at negotiated, not-to-exceed rates.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the CITY MAYOR and/or Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by CONSULTANT, such termination shall be in accordance with applicable Federal Acquisition Regulations.

RESPONSIBILITY FOR CLAIMS AND LIABILITY

INDEMNIFICATION

General Liability Indemnification (CGL/Auto Backed)

a. Indemnity & Duty to Defend. To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and hold harmless the City of Mobile, Alabama, and its officers, elected officials, agents, representatives, and employees ("City") from and against any and all claims, damages, losses, liabilities, fines, penalties, and expenses (including reasonable attorney fees and court costs) arising out of or resulting from bodily injury, sickness, disease, death, or property damage (including loss of use) to the extent caused, in whole or in part, by the negligent or reckless acts or omissions of CONSULTANT, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. The duty to defend applies only to claims that are, or but for exhaustion of limits would be, covered by CONSULTANT's Commercial General Liability or Automobile Liability insurance.

b. Sole-Negligence Carve-Out. CONSULTANT shall have no obligation to indemnify or defend the City against losses caused by the City's sole negligence.

c. No Limitation by Insurance. CONSULTANT's indemnity obligations are independent of and shall not be limited by any insurance maintained by CONSULTANT.

Professional Services Indemnification (E&O-Backed)

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

a. Indemnification. In accordance with § 41-9A-3, Code of Alabama (1975), the CONSULTANT shall indemnify and hold harmless the City of Mobile, Alabama and its officers, elected officials, agents, representatives, and employees (collectively, "City") from and against any and all claims, suits, liabilities, damages, losses, diminution in value, costs, and related expenses (including reasonable attorney fees and court costs) to the extent caused, in whole or in part, by the negligent, reckless, or intentional acts or omissions, intellectual-property infringement, or failure to pay a subcontractor or supplier of the CONSULTANT, its subcontractors, or anyone for whom the CONSULTANT is legally liable.

b. Defense-Cost Reimbursement. To the extent permitted by § 41-9A-3, Code of Ala. 1975, the CONSULTANT shall reimburse the City for the reasonable attorney fees, expert fees, and litigation costs it incurs in defending a claim described above, but only in proportion to (i) the CONSULTANT's adjudicated share of fault, or (ii) the share of any settlement that is reasonably attributable to the CONSULTANT's conduct.

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

INSURANCE

a. **General.** CONSULTANT shall, at its sole cost, procure and maintain in force for the duration of this Agreement the insurance described below with insurers admitted in Alabama and rated at least A-, VII by A.M. Best. Endorsements required below shall be delivered to the City as exhibits; full policies shall be produced upon written request.

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

- **Commercial General Liability - (ISO CG 00 01 occ.): $1,000,000** per occurrence / **$2,000,000** aggregate (per-project aggregate via CG 25 03).
- **Automobile Liability (owned, hired & non-owned): $1,000,000** CSL per accident.
- **Workers' Compensation & Employers' Liability:** Statutory WC; **$1,000,000** EL each accident.
- **Umbrella / Excess Liability: (follow-form over CGL/Auto/EL): $10,000,000** each occurrence/ aggregate.
- **Professional Liability (claims-made): $2,000,000** each claim/aggregate, with a **2-year tail** after completion.

c. **Required Endorsements & Provisions**

- **Primary & Non-Contributory:** All insurance coverage required herein shall be primary to, and non-contributory with, any insurance maintained by the City of Mobile.

- **Additional Insured:** CONSULTANT shall cause its Commercial General Liability, Automobile Liability, and Umbrella policies to include the City of Mobile, its officers, employees, and volunteers as Additional Insureds on a primary, non-contributory basis, using ISO endorsement forms CG 20 10 and CG 20 37 (or equivalents).

- **Waiver of Subrogation:** CONSULTANT and its insurers shall waive all rights of subrogation against the City of Mobile, its officers, employees, and volunteers, by endorsement form WC 00 03 13 (or equivalent) on the Workers' Compensation policy and by appropriate endorsement on all other applicable policies (CGL, Auto, E&O).

- **Notice of Cancellation:** All policies (except Workers' Compensation) shall provide the City of Mobile at least thirty (30) days' advance written notice of cancellation, non- renewal, or material change (ten (10) days for non-payment), using ISO CG 02 24 10 13 (or equivalent) to guarantee notice.

Flow-Down Requirement
CONSULTANT shall cause every subcontractor, supplier, vendor, or other entity engaged in the performance of the Services to:

a. **Insurance**. Maintain liability insurance (CGL, Auto, WC/EL, Umbrella, and Professional Liability, as applicable) with limits, endorsements, and conditions no less protective of the City than those required of by CONSULTANT.
b. **Indemnity**. Execute written indemnity provisions in favor of the City that are no less protective than the indemnity obligations assumed by CONSULTANT.
c. **Evidence**. Furnish certificates of insurance and required endorsements to

CONSULTANT before the subcontractor commences work, and CONSULTANT shall provide such evidence to the City upon request.

d. **Material Breach.** Failure by any subcontractor, supplier, vendor, or other entity to maintain the required insurance coverages, endorsements, or to furnish the Certificates of Insurance and endorsements as required above shall constitute a material breach of this Agreement by CONSULTANT, entitling City, at its option, to withhold payments, suspend performance of Services, terminate this Agreement for cause, and pursue any other remedies available.

GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with the provisions of the labor law and 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.

SUBLETTING, ASSIGNMENT, OR TRANSFER

There shall be no assignment, subletting or transfer of the work or interests of the CONSULTANT in any of the work covered by this AGREEMENT without the written consent of the CITY and STATE. In the event the CITY and STATE gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work or interest is assigned, sublet or transferred to as fully and completely as the CONSULTANT is hereby bound and obligated, and the CONSULTANT agrees to so bind any party or parties to which the work or interests of CONSULTANT as so assigned, sublet, or transferred.

AGENCY

By entering into this agreement, the CONSULTANT is not an agent of the CITY or STATE, its officers, employees, agents or assigns. The CONSULTANT is an independent entity from the CITY and STATE and nothing in this agreement creates an agency relationship between the parties.

IMMIGRATION

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

EXHIBIT G
Page 1

EMPLOYMENT OF STATE, COUNTY, OR CITY WORKERS

Unless specific written approval is granted by the CITY and STATE, the CONSULTANT agrees that CONSULTANT will not engage, on full or part-time or other basis during the period of the AGREEMENT, any professional or technical personnel, who are or have been at any time during the period of the AGREEMENT, in the employ of any highway organization in Alabama, either State, County, or City, except regularly retired employees.

SOLICITING OF AGREEMENT

The CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this AGREEMENT. For breach of violation of this warranty the CITY and STATE shall have the right to annul this contract without liability or at its discretion deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

CONSULTANT'S RESPONSIBILITY

The CONSULTANT agrees to endorse the original title or cover sheet or all sets of plans, estimates, reports and engineering data required to be furnished by CONSULTANT under the terms of this AGREEMENT. The CONSULTANT agrees to certify to the CITY and STATE as to the accuracy of the design and plans stating that checks of (1) design calculations and (2) details and drafting of plans have been made by competent engineers of CONSULTANT'S organization. The CONSULTANT hereby assumes responsibility for any design errors found during the preparation of contract plans, which are attributable to the work, called for by this AGREEMENT.

At all times from the execution of this AGREEMENT until its termination, CONSULTANT shall possess all appropriate professional or other required or necessary certifications for itself and/or staff, as the case may be. If at any time during the term of this AGREEMENT, any said certification shall become inactive, expire, be suspended, or CONSULTANT become ineligible therefore, either through its corporate entity or entities, including parent(s) and subsidiary(ies), or through its employees, servants, or agents, CONSULTANT shall not be permitted to continue any work contemplated under this AGREEMENT and not be paid for work performed during said times while any certification was not active and current. In addition, CONSULTANT shall be liable in all respects for all matters required of CONSULTANT under the terms of this AGREEMENT regardless of whether or not CITY and/or ALDOT discovers or is aware of the same.

All reports, drawings, studies, maps, or any other documents of any nature whatsoever prepared by or for the CONSULTANT shall be made available to CITY and ALDOT for inspection and review at a reasonable time(s) and place(s) as designated by CITY and/or ALDOT. Provision of all reports, drawings, studies, maps, or any other documents of any nature whatsoever to CITY and ALDOT shall not in any way

relieve the CONSULTANT of any of its duties or responsibilities for any and all aspects of work provided therein or thereby. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies, maps, or other documents of any nature whatsoever prepared under this AGREEMENT should funds of the United States of America be in any way utilized in payment for the same. Instructions, suggestions, modifications, or comments communicated by CITY and/or ALDOT regarding the work to be performed under this AGREEMENT at any time during the term of this AGREEMENT to CONSULTANT does not relieve CONSULTANT of its duties or responsibilities or the engineering or quality thereof for any and all aspects of work under this AGREEMENT. CONSULTANT shall confirm in writing receipt of any such communication. CONSULTANT shall be responsible for any CITY and/or ALDOT cost incurred in any work or service under this AGREEMENT due to CONSULTANT'S conduct as provided in Exhibit F.

Acceptance by CITY and/or ALDOT of any work performed by CONSULTANT shall not relieve CONSULTANT of its duties, responsibilities or professional or other obligations to correct deficiencies in its work, at its sole and complete expense, without recourse, any responsibility as provided in Exhibit F.

The CONSULTANT shall be liable and responsible for contractor claims as provided in Exhibit F. For contractor claims against the CITY and/or STATE, the CONSULTANT shall attend, participate and defend the claim in the claims review process. Claims determined to be caused by the CONSULTANT as provided in Exhibit F shall be paid by the CONSULTANT.

MAINTENANCE OF RECORDS

It is agreed that the CONSULTANT and the subcontractors of CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred for this project and to make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment of funds under the contract, for inspection by the CITY, STATE and FHWA and copies thereof shall be furnished if requested.

ACCESS TO RECORDS

a. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. § 18.36(i), the CONSULTANT agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONSULTANT also agrees, pursuant to 49 C.F.R. § 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to CONSULTANT's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financing assistance through the programs described at 49 U.S.C. § 5311.

b. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 40 C.F.R. § 633.17, CONSULTANT agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the CONSULTANT's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. § 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

c. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. § 19.48, CONSULTANT agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

d. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 40 U.S.C. § 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the CONSULTANT shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

e. The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

f. The CONSULTANT agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONSULTANT agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 40 C.F.R. § 18.39(i)(11).

g. FTA does not require the inclusion of these requirements in subcontracts.

EXHIBIT G
Page 4

OWNERSHIP OF ENGINEERING DOCUMENTS

a. Upon completion or termination of the work covered by this AGREEMENT, the CONSULTANT shall deliver to the CITY and STATE upon CITY'S and/or STATE'S request all survey notes, computations, tracings and all other documents and data pertaining to the work or to the project, which material shall become the property of the STATE. All completed original tracings of maps and other engineering data furnished to the CITY and/or STATE by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT.

b. The CITY and STATE shall in no way be limited in its subsequent use of the designs or ideas incorporated in the work for the preparation of contract plans and documents. The CITY and STATE, insofar as it has the right, releases the CONSULTANT from liability, resulting from use by the CITY and/or STATE of such designs or ideas on work other than that covered in this AGREEMENT.

EXHIBIT H
Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CONSULTANT for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CONSULTANT of the CONSULTANT'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CONSULTANT will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit

access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY, STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY, STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions provided for herein, the CITY and/or STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CONSULTANT under contract until the CONSULTANT complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CONSULTANT will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract, procurement, or lease as the CITY and/or STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CONSULTANT may request the CITY and/or STATE to enter into such litigation to protect the interest of the CITY and/or STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CONSULTANT agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The CITY'S and STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CONSULTANT shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CONSULTANT shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the CITY and/or STATE beyond the moneys available for this purpose.

b. The CONSULTANT, in accordance with the status of CONSULTANT as an independent contractor, covenants and agrees that the conduct of CONSULTANT will be consistent with such status, that CONSULTANT will neither hold

CONSULTANT out as, or claim to be, an officer or employee of the CITY and/ or STATE by reason hereof, and that CONSULTANT will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY and/or STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CONSULTANT.

CONSULTANTS' CERTIFICATIONS

The CONSULTANT by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CONSULTANT. The CONSULTANT agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CONSULTANT at the time of execution of the AGREEMENT. The CONSULTANT agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CONSULTANT agrees that the per diem rate will be limited to the rate allowed by the CITY and STATE at the time of execution of the AGREEMENT. The CONSULTANT agrees that a meal allowance shall be limited to CONSULTANT employees while in travel status only and only when used in lieu of a per diem rate.

The CONSULTANT shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CONSULTANT agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT I

FAILURE TO COMPLETE AGREEMENT WITHIN AGREED UPON TIME

The CONSULTANT, by execution of the AGREEMENT, agrees that the work described within the AGREEMENT will be completed in accordance with the time specified in the AGREEMENT and in the event the CONSULTANT does not complete the work on time, with the exception of any delays that are not within its control, the CONSULTANT shall pay for all costs of the CITY and STATE attributable to, arising or resulting from, the CONSULTANT'S delay. In addition, the CITY and STATE will have the absolute right to eliminate the CONSULTANT for consideration of any future work.

EXHIBIT K
Page 1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

a. **Primary Covered Transactions**

Instructions for Certification

By signing and submitting this AGREEMENT, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this AGREEMENT is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this AGREEMENT is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this AGREEMENT that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this AGREEMENT.

b. **Lower Tier Covered Transactions**

Instructions for Certification

By signing and submitting this AGREEMENT, the prospective lower tier participant is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this AGREEMENT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this AGREEMENT is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this AGREEMENT that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction, with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this AGREEMENT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT K
Page 4

Certification

The prospective lower tier participant certifies, by submission of this AGREEMENT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this AGREEMENT.

(Exceptions to the above are to be submitted on a separate sheet.)

For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

By executing the AGREEMENT to which this Exhibit K is attached, I further certify that I am the proper authorized individual or corporate official, as applicable, to make this certification and that the above and foregoing statements are true and correct and that by signing this certification I am also agreeing on behalf of the contractor in whose name the agreement is made, whether individual, partnership or corporation as might be applicable, that this Exhibit K is a part of the agreement to which it is attached.

EXHIBIT L

PARTICIPATION BY FOREIGN CONSULTANTS AND SUBCONSULTANTS

In accordance with Section 109 of Public Law 100-202 enacted on December 22, 1987, the State, acting by and through its Department of Transportation, will not consider for award any bid proposals submitted by any consultant, and will not consent to subletting any portions of the contract to any subconsultant, of a foreign country during any period in which foreign country is listed by the United States Trade Representative as discriminating against U.S. firms in conducting procurements for public works projects.

Unless otherwise noted by the United States Trade Representative, the country of Japan shall be deemed to be listed as discriminating against U.S. firms in conducting procurements for public works projects.

For the purpose of the foregoing provisions of this Exhibit L, any consultant or subconsultant who is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country shall be considered to be a consultant or subconsultant of such foreign country.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The CITY, STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the CITY, STATE, and CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

EXHIBIT O

PROGRAM FRAUD AND FALSE OR MISLEADING STATEMENTS OR RELATED ACTS

a. The CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which the this contract work is being performed. In addition to other penalties that may be applicable, the CONSULTANT further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONSULTANT to the extent the Federal Government deems appropriate.

b. The CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001(n)(1) on the CONSULTANT, to the extent the Federal Government deems appropriate.

c. The CONSULTANT agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

EXHIBIT P

CERTIFICATION OF FINAL INDIRECT COSTS

Firm Name: Thompson Engineering Inc

Project Number: ALDOT STPMB-7533(601)

Contract ID#: _____ Supplemental Agreement #: _____

Date of Proposal Preparation (mm/dd/yyyy): _____
Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy):_____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

a. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

b. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transaction or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

*Signature: _____

*Name of Certifying Official (print): Scott A. Hardy

*Title: COO

Date of Certification (mm/dd/yyyy): 09/16/2025

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

EXHIBIT Q

State Contract ID # _____

Federal-Aid Project # _____

State Alabama

CERTIFICATION OF CONSULTANT

I hereby certify that I am the COO (title) and duly authorized representative of the firm of Thompson Engineering INC whose address is 2970 Cottage Hill Rd Ste 190 Mobile AL 36606, and that neither I nor the above firm I here represent has:

a. employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,

b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certification is to be furnished to the City of Mobile, Alabama Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract Involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

09/16/2025 (Date)

(Signature)

EXHIBIT R

State Contract ID #_____

Federal-Aid Project # _____

State ____Alabama_____

CERTIFICATION OF DIRECTOR

I hereby certify that I am the Transportation Director of the Alabama Department of Transportation, and that the consulting firm nor its representatives have been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

a. employ or retain, or agree to employ or retain, any firm or person, or,

b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration or any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____

(Date) (Signature)

EXHIBIT S

State Contract ID #_____

Federal-Aid Project # _____

State ___Alabama_____

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

I, the undersigned, certify to the State of Alabama as follows:

a. I am authorized to provide representations set out in this Certificate as the official and binding act of the Contractor, and have knowledge of Alabama's Act 2016-312.

b. In compliance with Act 2016-312, the Contractor is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*Signature: _____

*Name of Certifying Official (print): Scott A. Hardy

*Title: COO

Date of Certification (mm/dd/yyyy): 09/16/2025

The above Certification was signed in my presence by the person whose name appears above on this 16 day of September, 2025.

Dana Martin Glass
Signature of Witness

Dana Martin Glass
Printed Name of Witness

State of Alabama)
County of Mobile)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: 09-16-2025

RE Contract/Grant/Incentive (describe by number or subject):

ALDOT STPMB-7533(601) by and between

Thompson Engineering Inc (Contractor/Grantee) and
ALDOT (State Agency, Department or Public Entity

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of COO with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

   BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

   a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

   b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

   EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

___ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
✓ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 16 day of Sept 20 25

Thompson Engineering Inc
Name of Contractor/Grantee/Recipient

By: _____

Its COO

The above Certification was signed in my presence by the person whose name appears above, on this 16 day of Sept 2025.

WITNESS: Dana Martin Glass
Printed Name of Witness

ALABAMA DEPARTMENT OF TRANSPORTATION
CONSULTANT FIELD OFFICE PROCEDURES

GENERAL:

The Department generally allows its Consultants to perform contracted services from their established home or branch offices. However, on certain projects such as construction engineering and inspection (CEI), the Consultant will be required to establish a field office at or near the job site. The establishment of the field office, it's staffing, and its operational costs will be determined by project needs and negotiated with the Consultant.

DEFINITIONS:

(1) Field Office – Any office which the consultant or contractor specifically establishes or has furnished to them at or near the project site to be used exclusively for project purposes. The office may be a trailer, building, room, or a series of rooms for consultant personnel. Neither the number of personnel nor their mix by work classification shall have any bearing on this definition.

(2) Cost Objective – A function, organizational subdivision, contract or other work unit for which cost data are desired and for which provision is made to accumulate and measure the cost processes, products, jobs, capitalized projects, etc.

(3) Direct Cost – Any cost that is identified specifically with a particular final cost objective.

(4) Indirect Cost – Any cost not directly identified with a single final cost objective, but identified with two or more final cost objectives or with at least one intermediate cost objective.

ALLOWABLE COSTS:

The allow ability of costs will be determined in accordance with the criteria contained in the Code of Federal Regulations, Titles 23, 48, and 49 and other applicable Federal and State regulations.

The decision on whether a cost should be allowed as a direct or indirect cost depends largely on the Consultant's normal and customary practices for estimating and accounting. These practices should be outlined in the Consultant's annual overhead audit and must be followed during contract pricing and negotiations.

GUIDELINE:

(1) Direct Costs

a. The scope of services that is required by the ALDOT contract may vary from routine projects of short duration to complex projects which last for several years. The complexity of the project, its duration, and location and the Consultant's general accounting practices will be considered during the determination of which direct cost will be allowed on individual projects.

b. The Department will allow direct labor costs required for field office operations as well as home or branch office direct labor costs that are specifically identified and approved. The job classifications, man-hours, wage rates, etc., which are allowable will be determined during contract negotiations between the Department and the consultant. As a general rule, the home or branch office direct labor will be limited to those essential services which must be provided from the home or branch office and can be provided from there more effectively or economically will be allowed.

c. As a general rule, the Department expects the Consultant to provide the necessary equipment to handle projects which require a field office and operations associated with it. Should the Consultant not own or have access to the required equipment items, whether the items should be leased, purchased or allowed in some other manner as a direct cost or indirect cost will be decided during contract negotiations. Consistency with the consultant's normal accounting practices and the Department's normal contracting practices will be considered. Other costs will also be evaluated during contract negotiations and their allow ability as a direct or indirect cost will be established. On occasions, the Department's Construction Contractor may be required to provide the field office and related equipment and operating cost. However, the CEI Consultant will remain responsible for providing all other equipment, supplies, etc., necessary for the project.

d. Following is a list of the direct costs normally associated with the operations of a field office. The list is not all-inclusive, but it provides the general types of costs, which are expected in a field office operation, and indicates the Department's policy on the allow ability of such costs.

1. Office Facility (rent/lease/purchase) – The direct cost of office space is allowable provided the office is established specifically for the ALDOT project and will be used solely for the project.

2. Office Equipment (rent/lease/purchase) – Costs necessary to equip the office facility to ALDOT's standards is allowable.

3. Operational Costs (utilities, water, electricity, maintenance, repairs, janitorial, etc.) – Costs are allowable.

4. Insurance – The cost is allowable if project specific.

5. Office Operations (supplies, reproduction, printing, postage, telephone, etc.) – Costs are allowable.

6. Auto, Trucks, Other Vehicles will be reimbursed at the prevailing Federal Rate, as approved by the General Services Administration. Tool boxes, camper shells, flashing lights, etc. attached to vehicles shall be invoiced as a direct cost.

7. Field/Testing Equipment and supplies (survey instruments, nuclear density equipment, binoculars, hammers, ladders, diving equipment, protective clothing, hard hats, boots, etc.) – These costs are allowable if required by the contract or the Department's Region/Division Consultant CEI Engineer or Department's Region/Division Construction Engineer.

8. Communication Equipment (radios, beepers, etc.) – The cost of specifically required items are allowable.

9. Computers – Direct cost is allowable on an hourly rate basis, provided the consultant can support the basis for the hourly rate and such cost is routinely charged as direct cost in the Consultant's accounting system. The purchase or lease of computer equipment as a direct cost will not be allowed unless specifically required by the project and approved by the Department.

10. Travel/Relocation

    a. Relocation – Relocation expenses shall be reimbursed only upon prior approval of the Department.

    b. Travel – Travel expenses will not be paid for employees assigned to a project. Employees required to attend meetings away from the project will be reimbursed in the same manner as Department employees. Employees based away from the project that are required to travel at the Departments' request to a meeting at the project site or elsewhere shall be reimbursed according to the

Consultant's policy but not to exceed the limitations of the Federal Travel Regulations.

11. Sub-consultants (including Surveyors, Outside Geotechnical, etc.) – Costs are allowable if project related and specifically approved

Approved costs that are directly identified with the project and consistently treated as direct cost in the Consultant's accounting records will be allowed as direct project cost. If a cost is not specifically incurred for a project and identified with that project, it will not be claimed as a direct cost. However, it may be allowed as part of the indirect costs that are allocated to the field office indirect cost pool.

As a general rule, the method of acquisition for any capital asset (item costing $500.00 or more and having a life expectancy of 1 year or more) will be determined through a lease versus purchase analysis. The type of asset, its value, life expectancy, time of use on the project, residual value, etc. will be considered in the determination of whether to lease, purchase, pay use charges, or use other methods of compensation for capital assets. Should the acquisition of capital assets as a direct cost be required for a particular project, the ownership and disposition of the asset will be determined during contract negotiations. The Department will not normally take ownership of acquired assets, but will either require the Consultant to provide a residual value for the unused life of the asset, or the Consultant will be provided with specific instructions regarding disposition of the asset. In either case, the Department requires that an equitable credit be obtained from the Consultant.

(2) Indirect Costs

a. As a general rule, the Department does not require extensive staffing of its Consultants' field offices. Most administrative and management functions will be performed at the branch or home office. Therefore, an equitable portion of these offices' indirect cost should be allocated to the field office. The costs that are allocated and the basis for the allocation depend largely on the results of the contract negotiations as well as the Consultant's customary accounting practices.

b. Fringe Benefits – The fringe benefits applicable to the field office direct labor costs should be allocated to the field office overhead pool. If the Consultant's accounting records do not maintain separate identity for field office fringe benefits, the fringe benefits will be allocated on a direct labor basis (e.g., field office direct labor divided by total direct labor).

c. Indirect Labor – Indirect salaries (accounting, legal, purchasing, personnel, management, etc.) shall be allocated on a direct labor basis.

d. Indirect Expenses – As a general rule, home or branch office indirect expenses will be allocated to the field office overhead pool on a

percentage basis which is determined by dividing the allocated indirect labor by the total home or branch labor (direct and indirect). Certain indirect expenses such as depreciation, repairs and maintenance, and field supplies which directly benefit only the field offices and which can be specifically identified may be allocated directly to the field office overhead pool.

e. When allocating indirect costs, it must be understood that the title of a particular cost account is not reason enough to determine whether the costs contained therein are allowable and allocable. A review of internal controls, compliance requirements, and an audit of the overhead are necessary to make that determination.

(3) In the event that a Consultant does not have an audited field office overhead rate, the first year's billable rate shall not exceed 105% of direct labor.

(4) The field office overhead rate and cost billed will be subject to audit as determined by the External Audit Manager of the Department. However, in no event shall the home or field office billable rates be reimbursed at a rate higher than 5 percentage points of the previous years' audited rates.

(5) The Bureau of Finance, External Audit Section of the Alabama Department of Transportation shall be furnished a certified annual audit report within five (5) months after the closing of the Consultant's fiscal year.

(6) Billable overtime will require prior authorization from the Department. Overtime is all time exceeding 40 hours per week.

For firms that include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

a. The hourly overtime rate will be 1.5 times the billable rate.
b. Hours worked on holidays observed in the Region/Division on work that is being performed by the Consultant will be billable at an hourly rate of 2 times the regular billing rate.

For firms that do not include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

a. The hourly rate will be 1 times the billable rate.
b. The premium portion of overtime will be billed in accordance with the Consultant's Indirect Cost Rate Calculation.

(7) If the Consultant uses an employee of another Consultant that has been approved by the Department on a temporary or permanent basis for work that is the prime Consultant's responsibility, the Department will be billed the actual labor rate paid by the Sub Consultant not to exceed the approved hourly rate for that classification in the Master Agreement. The audited field office of the Sub

Consultant may not exceed the audited rate of the prime Consultant. Regardless of the labor mixture, profit is limited to 10%.

NOTE: Attached is a sample of the Alabama Department of Transportation's accepted method of allocating overhead to a field office.

Example: (Showing Field Plus Home Office Rates)

Sample Engineering, Inc.
Schedule of Indirect Costs & Rate Calculation
For the Year Ended December 31, 1999

DIRECT LABOR:	Home Office			1,343,665		
	Field Office			948,220		
	Total Direct			$ 2,291,885		
					Allocation	
	Proposed Allocable Expenses	**Unallowable Expenses**	**FAR Reference**	**Audited Expenses**	**Field Office**	**Home Office**
FRINGE BENEFITS						
Insurance - Group	$ 111,354	$ -		$ 111,354	$ 46,070	$ 65,284
Insurance - Life	4,197	(670)	31.205-19	3,527	$ 1,459	2,068
Payroll - Bonus	164,650	0		164,650	$ 68,121	96,529
Payroll - Holiday	83,722	0		83,722	$ 34,638	49,084
Payroll - Sick	22,343	0		22,343	$ 9,244	13,099
Payroll - Vacation	90,838	0		90,838	$ 37,582	53,256
Payroll - Taxes	240,003	0		240,003	$ 99,296	140,707
Total Fringe Benefits	$ 717,107	$ (670)		$ 716,437	$296,411	$ 420,026
GENERAL OVERHEAD						
Indirect Labor	621,191	0		621,191	$257,005	364,186
Accounting & Legal	9,357	0		9,357	1,224	8,133
Advertising & Promotion	3,362	0		3,362	440	2,922
Auto Expense	60,665	(3,413)	31.205-6	57,252	7,489	49,763
Computer Service	6,288	0		6,288	822	5,466
Continuing Education	7,407	(972)	31.205-44	6,435	842	5,593
Convention & Seminars	5,144	0		5,144	673	4,471
Depreciation & Amortization	138,625	0		138,625	18,132	120,493
Dues, Memberships, Licenses	4,590	(320)	31.205-1	4,270	559	3,711
Employee Welfare	11,197	0		11,197	1,465	9,732
Equipment Rental	23,481	(1,622)	31.205-1	21,859	2,859	19,000
Insurance - Auto & Trucks	29,683	(2,908)	31.205-6	26,775	3,502	23,273
Insurance - General	204,035	(49,973)	31.205.19	154,062	20,151	133,911
Insurance - Workers' Comp	17,584	(5,455)	31.205.19	12,129	1,586	10,543
Miscellaneous Expenses	5,189	0		5,189	679	4,510
Office Supplies & Expenses	79,429	0		79,429	10,389	69,040
Postage & Delivery	15,557	0		15,557	2,035	13,522
Professional Fees	32,259	0		32,259	4,220	28,039
Rent - Building	100,173	0		100,173	13,103	87,070
Repairs & Maintenance	42,831	0		42,831	5,602	37,229
Subscriptions	6,178	0		6,178	808	5,370
Survey Supplies	24,318	0		24,318	3,181	21,137
Taxes	11,923	0		11,923	1,560	10,363
Telephone	38,299	0		38,299	5,010	33,289
Travel	15,476	(65)	31.205-46	15,411	2,016	13,395
Utilities	20,732	0		20,732	2,712	18,020
Gain on Sale of Assets	(500)			(500)	(65)	(435)
Contributions	698	(698)	31.205-8	0	0	0
Entertainment	9,851	(9,851)	31.205-14	0	0	0
Total General Overhead	$1,545,022	$ (75,277)		$ 1,469,745	$367,997	$ 1,101,748
Indirect Cost Overhead Rate				95.30%	70.07%	113.26%

Notes:
(1) Indirect salaries were allocated to field office on the basis of direct labor.
(2) Indirect expenses were allocated to field office based on a ratio of allocated indirect salaries to total home office salaries (Home Office Direct Labor plus Total Indirect Labor) resulting in 13.08 % to the field.
Fringe Benefit Allocation: Field = 31.26% of Field DL Home = 31.26% of Home DL
General OH Allocation: Field = 38.82% of Field DL Home = 82.06% of Home DL

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Thompson Holdings, Inc (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    A. Notice of E-Verify Participation
    B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
    B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

    Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
    B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
    A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
    B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
    A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
    C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
    E. The Employer may use a previously completed Form I-9 as the basis for creating anE-Verify case for an employee assigned to a contract as long as:
        i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

   Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
   A. Automated verification checks on alien employees by electronic means, and
   B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
    A. Scanning and uploading the document, or
    B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Thompson Holdings, Inc (Employer) hereby designates and appoints Chacyra Lloyd (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Thompson Holdings, Inc	
Name (Please Type or Print) Chad Brown	Title
Signature Electronically Signed	Date July 03, 2019
E-Verify Employer Agent Paylocity Corporation	
Name (Please Type or Print) Chacyra Lloyd	Title
Signature Electronically Signed	Date July 03, 2019
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date July 03, 2019

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Thompson Holdings, Inc
Company Facility Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
Company Alternate Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
County or Parish	Mobile
Employer Identification Number	72-1381313
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	19

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Alabama	5
Tennessee	5
Florida	2
Mississippi	2
Georgia	1
Louisiana	3
North Carolina	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Chad Brown
Phone Number	(251) 510-3156
Fax Number	
Email Address	cbrown@thompsonengineering.com

Name	Bill Morgan
Phone Number	(251) 518-6299
Fax Number	
Email Address	bmogan@thompsonengineering.com

Name	Edna Lugo
Phone Number	(251) 525-0227
Fax Number	
Email Address	elugo@thompsonengineering.com

Attachment 2

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Kendall Kilpatrick (affiant) who, being duly sworn says as follows:

~~President~/CEO of Thompson Engineering, Inc.

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

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

I further attest that said Thompson Engineering, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 571783.

CEO of Thompson Engineering, Inc.

Sworn to and subscribed before me this the 22 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 and Seal of Notary Public

DANA MARTIN GLASS
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Feb. 01, 2027

thompson
ENGINEERING

August 11, 2025

Mr. Guy O'Connor, P.E.
Project Manager
City of Mobile Engineering Department

Subject:STPMB-7533 (601) Dauphin Street Improvements
Proposed Staffing Plan

Dear Mr. O'Connor:

The following employees are submitted for consideration for approval for use on the above-mentioned project:

Name	Position	Hourly Rate per Contract
Nick Hartman	Project Manager	$44.00
Sherif Hassan	Senior Inspector	$36.60
Thomas Moran	Level II Inspector	$29.40
TBD	Level I Inspector	$22.00
Morgan Johnson	Level II Inspector (Office)	$30.45
Teah Berry	Administrative Assistant	$22.00
Jay Davison	Professional Engineer	$54.00

Resumes are attached to this letter.

If you have any questions or need additional information, please do not hesitate to contact me at (251) 327-7122 or by email at jdavison@thompsonengineering.com.

Sincerely,
THOMPSON ENGINEERING, INC.

Jay Davison, P.E.
Alabama CEI Division Leader

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

A THOMPSON HOLDINGS, INC. COMPANY

NICK HARTMAN, PE, CBI

PROJECT MANAGER

YEARS OF EXPERIENCE

Thompson: 24 years
Total: 24 years

EDUCATION

BS, Civil Engineering, Auburn University, 1999

REGISTRATIONS

Professional Engineer (PE):
AL #26720
MS #18987
FL #72028
LA #43049
Tx #132179

Certified Bridge Inspector (CBI):
Alabama #563

PROFESSIONAL CERTIFICATIONS

QCI
ACI Level 1
ALDOT Concrete Technician
ALDOT Roadway Technician
ALDOT Radiation Safety
Temporary Traffic Control Certification

Senior Inspector / Office Engineer / Project Engineer – Mr. Hartman has over 24 years of construction engineering experience with various state and local transportation projects. Responsible for all inspectors on project and operations. Regulates duties and checks for compliance and documentation of all work items performed by the contractor. Ensures conformance to the plans, specifications, standards, and special provisions. Works as a liaison between the Owner and the contractor and inspectors. Solves problems and provides corrections and solutions. Performs required tests on concrete, asphalt, and other materials, as required. Takes cross-section of all required items and checks evaluations and grades as needed. Prepares reports and evaluations on the contractor and all work performed. Responsible for the documentation of all work items, correspondence, test reports, monthly estimates, and certifications. Checked and provided documentation for all required standard specifications and certifications for all Pay Items as required by the ALDOT Construction Manual.

PROJECT EXPERIENCE

CITY OF MOBILE, IN-SERVICE BRIDGE INSPECTIONS, MOBILE, AL – Team leader providing inspections and coordinating all Thompson inspection teams for the structural condition assessment inspections following ALDOT and FHWA guidelines and procedures for 129 bridges, and culverts throughout the City of Mobile. Also supervised underwater inspections performed by a subcontractor.

ALDOT/CITY OF MOBILE, MCGREGOR AVE WIDENING AIRPORT TO DAUPHIN - Serving as a Project Engineer of this $16,300,000 Widening (Grade, Drain, Culvert, Signals & Stripe) and Roundabout Project

ALDOT/CITY OF MOBILE, ZEIGLER BLVD WIDENING FROM ATHEY TO FOREST HILL - Serving as a Project Engineer of this $15,900,000 Widening (Grade, Drain, Culvert, Signals & Stripe) Project

ALDOT/CITY OF MOBILE, ZEIGLER BLVD WIDENING FROM SCHILLINGER TO CODY– Served as a Project Engineer of this $7,000,000 Widening (Grade, Drain, Culvert, Signals & Stripe) Project.

CITY OF MOBILE, RANGELINE DITCH AT EMOGENE STREET BRIDGE REPLACEMENT, MOBILE, AL, 2012 – Engineering Design and Construction Management on a Pre-Cast bridge and roadway approaches. Replaced a timber substructure bridge.

ESCAMBIA COUNTY, STPAA-0015(534/536), RESURFACING ON US-29, BREWTON, AL – Project Engineer for CE&I services for the Milling, Manhole Resets, Sidewalk, Curb & Gutter, and Paving.

ESCAMBIA COUNTY, STPAA-0015(535), RESURFACING THROUGH DOWNTOWN ON US-29, BREWTON, AL, – Project Engineer for CE&I services for the Milling, Manhole Resets, Sidewalk, Curb & Gutter, and Paving.

ESCAMBIA COUNTY, NH-0003(622), RESURFACING THROUGH DOWNTOWN ON US-31, BREWTON, AL – Project Engineer for CE&I services for the Milling, Manhole Resets, Sidewalk, Curb & Gutter, and Paving.

SHERIF HASSAN

SENIOR INSPECTOR

YEARS OF EXPERIENCE

Thompson 17 years
Total: 17 years

EDUCATION

BS, Engineering technology, University of West Florida, 2004

QUALIFICATIONS & TRAINING

QCI
ACI Level 1
ALDOT Concrete Technician
ALDOT Roadway Technician
ALDOT Radiation Safety
Earthwork Certification

PROFESSIONAL CERTIFICATIONS

QCI
ACI Level 1
ALDOT Concrete Technician
ALDOT Roadway Technician
ALDOT Radiation Safety
Temporary Traffic Control Certification

Mr. Hassan is a Level I Inspector responsible for ensuring compliance with plans and specifications of in-progress work by contractors. He also performs field inspection duties on a daily basis, including bridge inspections, pipe inspections, roadway inspections, utility relocations, and storm water inspections. Mr. Hassan assists with the following engineering surveys: re-establishing centerline, right of way lines, easements, and computing earthwork quantities from cross-section

PROJECT EXPERIENCE

ALDOT/CITY OF MOBILE, ZEIGLER BLVD WIDENING FROM SCHILLINGER TO CODY – Served as a Senior Inspector of this $7,000,000 Widening Project.

ALDOT, I-10 RESURFACING FROM CAROL PLANTATION TO JUST WEST OF MCDONALD ROAD – Served as Senior Inspector of this $5,000,000 Resurfacing Project.

ALDOT, I-65 RESURFACING FROM MAIN STREET IN PRICHARD TO JUST NORTH OF AL-158 IN SARALAND – Served as a Senior Inspector of this $9,000,000 Resurfacing Project.

ALDOT, I-10 RESURFACING FROM THE BAYWAY TO HIGHWAY 59 – Served as an Inspector during construction of this $14,000,000 Resurfacing Project.

BALDWIN COUNTY, HPP-STPAA-STPNU-RECA-1702(905), FOLEY BEACH EXPRESS FROM US 90 TO CR 64, ROBERTSDALE, AL – Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Pave, Culvert, Bridge and Signal construction in the widening of CR 83. The project consist of widening an existing two lane roadway into a divided four lane roadway, AASHTO girder bridges, box culvert construction and installation of a new traffic signal at the intersection of US 90. Cost 11 million. Contract time is 740 calendar days.

ALDOT, NHF-0042 (501), SR 42 RELOCATION, MOBILE COUNTY, AL – 7.965 miles grade, drainage, bridges and bridge culverts. Relocation of SR-42 (US-98) from the Mississippi State line to just east of CR-863 East of Wilmer. Contract totals $53,841,859.15 and provides 400 working days.

ALDOT, STPAA-7571 (600) – Responsible for ensuring specification compliance, daily documentation of Contractor activities, and performing field tests.

ALDOT, STPTE-TE 04922 & 03919, SIDEWALK AND DRAINAGE ALONG HWY 90, ROBERTSDALE, AL – Mr. Hassan tested materials and provided daily documentation for the City of Robertsdale for the grading and construction of new sidewalk, culvert extension and pedestrian bridges.

MORGAN JOHNSON

LEVEL II INSPECTOR/OFFICE

YEARS OF EXPERIENCE

Thompson: 7 years
Total: 7 years

QUALIFICATIONS & TRAININGS

QCI
ALDOT Roadway Technician
ALDOT Radiation Safety

Mrs. Johnson regulates duties and checks for compliance and documentation of all work items performed by the contractor. Solves problems in the absence of the project manager within my level of experience or brings to the project managers attention with possible corrections and solutions. Prepares reports and evaluations on the contractor and all work performed. Responsible for the documentation of all work items, correspondence, test reports, monthly estimates, and certifications. Checks and provides documentation for all required standard specifications and certifications for all Pay Items as required by the ALDOT Construction Manual. Responsible for the upkeep of a detailed filing system for multiple projects. Answers questions and complaints from the public and/or directed them to superiors, if necessary. Checks all field books, cross sections, drainage binders, and calculated and compiled quantities for final estimates to be turned in for project acceptance. Is involved with weekly project meetings to address any problems or potential problems to promote the progress of the project.

PROJECT EXPERIENCE

ALDOT, FBD-NR21{916) MOBILE BAY FERRY DOCK REPAIRS (DAUPHIN ISLAND EAST DOCK) - Thompson Engineering is providing project management and CE&I services for the repairs to the Dauphin Island East Dock for the Mobile Bay Ferry. Cost: $1.1 million.

ALDOT/CITY OF MOBILE, STPMB-7508(600), WIDENING AND ROUNDABOUT INSTALLATION ON MCGREGOR AVE FROM AIRPORT BLVD TO DAUPHIN ST - Serves as an Office Manager of this $16 million project. The project consists of Grade, Drain, Pavement of Bridge Culvert, Retaining Wall, Traffic Signals, Lighting, and Traffic Stripe for the widening and Roundabout on McGregor Avenue from the junction of Airport Boulevard to the junction of Dauphin Street in Mobile.

ALDOT/CITY OF MOBILE, STPMB-7550(600), ZEIGLER BLVD ADDITIONAL LANES FROM ATHEY ROAD TO FOREST HILL DRIVE - Serves as an Office Manager of this project. The project consists of Grade, Drain, Base, Pave, Signals, and Bridge Culvert Extensions.

ALDOT, ATRP2-49-2020-049, INTERSECTION IMPROVEMENTS SR-188 AT CR-19 -Thompson Engineering is providing project management and CE&I services for the intersection improvements for a roundabout at SR-188 and Irvington Bayou la Batre Highway (CR-19). This includes grade, drain, base, pave, lighting, and traffic stripe. Cost: $1.7 million.

ALDOT, BR-0017(574), BRIDGE REPLACEMENT OVER BENNETT CREEK AND BRIDGE CULVERT REMOVAL ON SR-17 (US-45) IN CITRONELLE - Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Base, Pave, Bridge, Bridge Removal and Bridge Culvert Removal for Bennett Creek and SR-17 (US-45) in Citronelle. Cost: $4.9 million.

ALDOT, BR-0271(501), BRIDGE REPLACEMENT SR-217 - Thompson Engineering is providing project management and CE&I services for the replacement of the bridge on SR- 217 over Big Creek, southwest of Citronelle. Cost: $3.6 million.

TEAH POPE
ADMINISTRATIVE SUPPORT

YEARS OF EXPERIENCE
Thompson: 2 years
Total: 2 years

EDUCATION
BS, Marketing, University of South Alabama, Mobile, AL. 2022

Microsoft Office Specialist Associate certification

RELEVANT SKILLS
- Accounts Payable
- Conflict and Complain Resolution
- Staff Training
- Verbal and Written Communication
- Workflow Coordination
- Customer Service
- Data entry
- Microsoft Office
- Content Marketing
- Office Management
- Retail Management

Teah serves as administrative support for Thompson's CE&I Team. Mrs. Pope is responsible for performing clerical and office support activities necessary for the office to effectively operate its day-to-day operations. Manages and coordinates schedules. Prepares correspondence, reports, and other client related documents. Ensures accuracy and clarity of all outgoing materials. Sets up and maintains project and activity files. Prepares project set up information and profiles for billing purposes. Maintains records of Engineer's licensure, training, and certifications. Prepares agendas and meeting notes from in-house and pre-construction meetings. Assists in maintaining and tracking project expenditures. Tracks labor hours and labor expenses on assigned projects. Maintains Electronic Field Books and Certified Payrolls for projects.

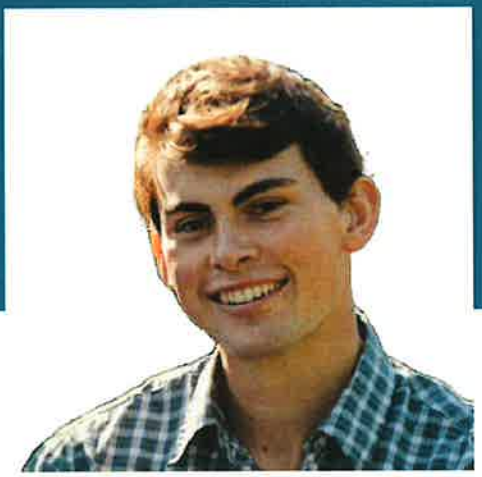
PREVIOUS EXPERIENCE

SR 217 OVER BIG CREEK BRIDGE REPLACEMENT, SW CITRONELLE - Thompson Engineering is providing project management and CE&I services for the replacement of the bridge on SR-217 over Big Creek, southwest of Citronelle. Cost is $3.6 million. Provided administrative and logistical support to project manager and team, focusing on tasks that keep projects moving efficiently.

SR-17 OVER BENNETT CREEK BRIDGE & CULVERT REPLACEMENT, CITRONELLE - Thompson Engineering provides project management and CE&I services for the Grade, Drain, Base, Pave, Bridge, Bridge Removal and Bridge Culvert Removal for Bennett Creek and SR-17 (US-45) in Citronelle. The cost is $4.9 million. Provided administrative and logistical support to project manager and team, focusing on tasks that keep projects moving efficiently.

ATRP2-49-2020-049, INTERSECTION IMPROVEMENTS SR-188 AT CR-19, BAYOU LA BATRE/IRVINGTON- Thompson Engineering is providing project management and CE&I services for the intersection improvements for a roundabout at SR-188 and Irvington Bayou la Batre Highway (CR-19). This includes grade, drain, base, pave, lighting, and traffic stripe. The cost is $1.7 million. Provided administrative and logistical support to project manager and team, focusing on tasks that keep projects moving efficiently.

FBD-NR21(916) MOBILE BAY FERRY DOCK REPAIRS (DAUPHIN ISLAND EAST DOCK), DAUPHIN ISLAND - Thompson Engineering provides project management and CE&I services for the repairs to the Dauphin Island East Dock for the Mobile Bay Ferry. Cost is $1.1 million. Provided administrative and logistical support to project manager and team, focusing on tasks that keep projects moving efficiently.



THOMAS MORAN

LEVEL II INSPECTOR

Thomas brings nearly a decade of construction industry experience to the Thompson Team. As a Level II Inspector Thomas' experience includes transportation construction, marine construction, and heavy equipment operation.

YEARS OF EXPERIENCE

Thompson: 2 years
Total: 9 years

EDUCATION

AS, Construction Engineering Technology, Mississippi Gulf Coast Community College

PREVIOUS EXPERIENCE

BREAKWATER MARINE CONSTRUCTION | BILOXI, MS: GENERAL LABORER

- Moved silt, mud, wood piles, and heavy timber materials manually and by using heavy equipment.
- Collected and removed debris from work sites to maintain team productivity and minimize safety hazards.
- Operated/worked on dredging and spud barges while building bulk heads & piers.

DANOS | GRAND ISLE, LA: PRODUCTION OPERATOR

- Troubleshoot issues with equipment and made repairs.
- Operated machinery, managed raw material, and logged production data.
- Installed compressors, pumps, meters, and piping.
- Conducted daily well tests and maintained regular monitoring of wells and equipment.
- Gathered daily production report readings and documented with Microsoft office.
- Tracked temperatures, levels, and flow meters.
- Observed control panels during pumping operations to monitor pressure, density, rate, and concentration.

SOUTHEASTERN ERECTORS | D'IBERVILLE, MS: GENERAL LABORER

- Transported, measured, cut, and installed steel framing and sheet metal materials.
- Followed blue print plans, orders, and technical specifications to complete accurate work that met project codes and quality standards.
- Signaled equipment operators to help align machinery movements and smoothly transfer materials.

M&K PROPERTY MAINTENANCE LLC | OCEAN SPRINGS, MS: PROPERTY WORKER

- Actualized strategic plans and managed equipment, lifecycles, and processes.
- Maintained and ran equipment such lawn care tool, zero turn mowers, tractors with finishing mowers, skid steers, street sweepers and trenchers.
- Transported and operated heavy equipment to perform various jobs, Equipment: gooseneck and flatbed trailers, skid steer, farm tractors, street sweeper, and zero-turn mowers.

JAY DAVISON, PE, CBI

CE&I TEAM LEAD

Mr. Davison has the training, background, experience, capability and support to give Escambia County the exemplary level of service necessary to complete Construction Engineering and Inspection management. He is well-known within his field, having successfully completed projects for ALDOT, cities and counties throughout southwest Alabama. Mr. Davison has 19 years of engineering and construction experience and is currently responsible for over 50+ CE&I project managers and inspectors.

YEARS OF EXPERIENCE

Thompson: 19 years
Total: 19 years

EDUCATION

BS, Civil Engineering, University of Alabama, 2005

REGISTRATIONS

Professional Engineer (PE):
AL #31603
GA #050465
MS #21128
TX #124026
LA #43010
NC # 57589

Certified Bridge Inspector (CBI):
Alabama #827

PROFESSIONAL AFFILIATIONS

AGC
ARBA
AAPA
ASHE

PROJECT EXPERIENCE

CITY OF MOBILE, BRIDGE INSPECTIONS, MOBILE, AL, 2009, 2011, 2013, 2015, 2017 & 2019 – Completed field work and served as Project Manager for the structural condition assessment inspections following ALDOT and FHWA guidelines and procedures for 124 bridges, and culverts throughout the City of Mobile. Inspections include substructure, superstructure, and deck and channel condition ratings. Thompson supervises underwater surveys where necessary. Inspections are performed by a three-person team consisting of a Certified Bridge Inspector and two Engineering Technicians. Detailed reports are prepared consisting of completed ALDOT ABIMS forms, scour assessment and stream profile measurements, maintenance/repair estimates, and detailed field notes and pictures describing any deficiencies.

ALDOT/CITY OF MOBILE, ZEIGLER BLVD WIDENING FROM SCHILLINGER TO CODY – Served as Project Manager of this $7,000,000 Widening Project.

CITY OF MOBILE ENGINEERING, SEABREEZE DRIVE DRAINAGE IMPROVEMENTS, MOBILE, AL – Thompson Engineering provided a detailed study of a drainage system that included a concrete ditch. From the study it was determined that repairs were needed. Once the site problems were defined, Mr. Davison completed the drainage study and construction drawings.

MOBILE COUNTY COMMISSION, SCHILLINGER ROAD RESURFACING, MOBILE, AL – Assisted on-site inspectors during construction as well as gathering final documentation for the project. The project includes milling and resurfacing of existing pavement, minor drainage improvements, shoulder improvements, traffic control installation, pavement striping and raised pavement markers and intersection improvements.

MOBILE COUNTY COMMISSION, AIRPORT BOULEVARD RESURFACING, MOBILE, AL – Assisted on-site inspectors during construction as well as gathering final documentation for the Airport Boulevard resurfacing project from Snow Road west to the Mississippi State line. The project includes surveying, clearing, patching, leveling, milling, resurfacing of existing pavement, minor drainage improvements, shoulder improvements, traffic control installation, pavement striping and raised pavement markers, guardrail, and intersection improvements.

ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110

Telephone: 334.242.6311

Kay Ivey
Governor

John R. Cooper
Transportation Director

July 23, 2025

Suzanne Holston
Thompson Engineering, Inc. and Watermark Design Group, LLC
2970 Cottage Hill Road, Suite 190
Mobile, Alabama 36606

Subject: 2024 CPA's Indirect Cost Rate Audit Workpaper Review
Report Number: A25-CPAWP-47

Dear Mrs. Holston,

We have performed a cognizant review of the examination, and supporting workpapers, of the Indirect Cost Rates of Thompson Engineering, Inc. and Watermark Design Group, LLC for the fiscal year ended December 31, 2024, in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The examination was performed by the independent CPA firm of Warren Averett, LLC, Certified Public Accountants. The CPA represented that the examination was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America, and the examination was designed to determine that the indirect cost rates were established in accordance with Cost Principles contained in the Federal Acquisition Regulations, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the examination, and supporting workpapers for the Indirect Cost Rates, and the related Accountant's Report, we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

We recommend acceptance of the following rates for the fiscal year ended December 31, 2024.

Description	Rate
Home Office Indirect Cost Rate	159.43%
Field Office Indirect Cost Rate	123.64%
FCCM Rate	0.508%

According to 23 CFR 172.7(d), pursuant to 23 U.S.C. 112, ALDOT will provide the results of this indirect cost rate approval along with any supporting documentation to any other State Department of Transportation or Federal Highways Administration office.

Sincerely Yours,

Alex Hetzel
External Audit Supervisor
Alabama Department of Transportation

Project No.	STPMB-7533 (601)
County	Mobile
Description	Dauphin Street Improvements
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(275 Working Day Project Duration)
Consultant	Thompson Engineering

GRAND TOTAL OF FEE PROPOSAL

Construction Engineering and Inspection	$985,766
Soils Laboratory Services	$13,051
Asphalt Laboratory Services	$4,844
Additional Design Support Services	$23,995
Post Design Services (Mott MacDonald/Sain)	$83,990
Field Surveying Services (Wattier)	$20,995
GRAND TOTAL NEGOTIATED FEE	**$1,132,641**

Home Office Indirect Cost Rate (%) >>>>>>>>>	159.43
Field Office Indirect Cost Rate (%) >>>>>>>>>>	123.64
Facilities Capital Cost of Money (if used) >>>>>>	0.508

LABOR RATES

Classification	Daily Rate
Project Manager	$352.00
Senior Inspector	$292.80
Level II Inspector Office	$243.60
Level II Inspector	$235.20
Level I Inspector	$176.00
Technician	$184.00
Administrative Assistant	$176.00
Professional Engineer	$432.00

**Certification of Out-of-Pocket Expenses:
If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Labor Rates included are weighted average rates per classification for proposed staff to obtain the Negotiated Fee. Actual raw labor rates for staff assigned to the project will be invoiced. Sub-Consultants for Post Design and Survey Services will invoice burdened rates per classification as shown in their fee proposals.

Project No. STPMB-7533 (601)
County Mobile
Description Dauphin Street Improvements
Scope of Work Construction Engineering and Inspection, Soils/Asphalt Lab, Engineering, Post Design & Field Surveying Services (275 Working Day Project Duration)
Consultant Thompson Engineering

Proposed Man-Days	Project Manager	Senior Inspector	Level II Inspector Office	Level II Inspector	Level I Inspector	Technician	Administrative Assistant	Professional Engineer
Task 1: Construction Engineering and Inspection	236.00	385.00	105.00	385.00	345.00	0.00	52.00	32.00
Task 1A: Project Startup (4 Weeks)	8.00	20.00	10.00	20.00	0.00	0.00	4.00	4.00
Task 1B: Initial Construction (4 Weeks)	16.00	20.00	10.00	20.00	20.00	0.00	4.00	4.00
Task 1C: Peak Operations (65 Weeks)	200.00	325.00	65.00	325.00	325.00	0.00	40.00	24.00
Task 1D: Project Closeout (4 Weeks)	12.00	20.00	20.00	20.00	0.00	0.00	4.00	0.00
Task 2: Soils Laboratory Services	See Attached Unit Pricing for Soil Testing on Page 5			0.00	0.00	12.00	6.00	0.00
Task 3: Asphalt Laboratory Services	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00
Task 4: Additional Design Support Services	See Attached Thompson Rate Schedule and Fee Proposal							
Task 5: Post Design Services (Mott / Sain)	See Sub-Consultant Rate and Fee Schedule							
Task 6: Field Surveing Services (Wattler)	See Sub-Consultant Rate and Fee Schedule							
TOTALS	**236.00**	**385.00**	**105.00**	**385.00**	**345.00**	**22.00**	**58.00**	**32.00**

Project No.	STPMB-7533 (601)
County	Mobile
Description	Dauphin Street Improvements
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(275 Working Day Project Duration)
Consultant	Thompson Engineering

Fee Proposal (Construction Engineering and Inspection)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager	236.00	$ 352.00	$ 83,072.00
Senior Inspector	385.00	$ 292.80	$ 112,728.00
Level II Inspector Office	105.00	$ 243.60	$ 25,578.00
Level II Inspector	385.00	$ 235.20	$ 90,552.00
Level I Inspector	345.00	$ 176.00	$ 60,720.00
Technician	0.00	$ 184.00	$ -
Administrative Assistant	52.00	$ 176.00	$ 9,152.00
Professional Engineer	32.00	$ 432.00	$ 13,824.00
	Total Direct Labor		$ 395,626.00
Field Office Indirect Cost Rate (%)	123.64		$ 489,151.99
		Sub-Total	**$ 884,777.99**
Profit (10%)			$ 88,477.80
		Sub-Total	**$ 973,255.79**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			$ -
		Sub-Total	**$ 973,255.79**
Out-of-Pocket Expenses			$ 10,500.00
Facilities Capital Cost of Money (% of Direct Labor)		0.508	$ 2,009.78
		TOTAL FEE	**$ 985,765.57**

Project No.	STPMB-7533 (601)
County	Mobile
Description	Dauphin Street Improvements
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(275 Working Day Project Duration)
Consultant	Thompson Engineering

Out-of-pocket Expenses (CE&I)

TRAVEL COST

Mileage Reimbusement	Miles/Month	# People	Months	$/Mile	Total
Construction Engineering and Inspection	250	4	15	$0.700	$ 10,500.00
					$ -
				Total Mileage Cost	**$ 10,500.00**

Subsistence Cost	Days	# People	$/Day	Total
Travel allowance (6 hour trips)	0	0	$11.25	$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	$20.00	$ -
Travel allowance (12 hour trips)	0	0	$30.00	$ -
Travel allowance (overnight)***	0	0	$75.00	$ -
				$ -
			Total Subsistence Cost	**$ -**
			Total Travel Cost	**$ 10,500.00**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
				Total Printing/Reproduction Cost	**$ -**

Communication Cost (telephone, fax, etc.)	Total
	$ -

Postage Cost (overnight, stamps, etc.)	Total
	$ -

Other (provide description on next line)	Total

Total Out-of-pocket Expenses	**$ 10,500.00**

Comments:

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

Project No.	STPMB-7533 (601)
County	Mobile
Description	Dauphin Street Improvements
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(275 Working Day Project Duration)
Consultant	Thompson Engineering

Fee Proposal (Soil Field and Laboratory Services)

PERSONNEL COST	Man-days	x Daily Rate		
Project Manager	0.00	$ 352.00	$	-
Senior Inspector	0.00	$ 292.80	$	-
Level II Inspector Office	0.00	$ 243.60	$	-
Level II Inspector	0.00	$ 235.20	$	-
Level I Inspector	0.00	$ 176.00	$	-
Technician	12.00	$ 184.00	$	2,208.00
Administrative Assistant	6.00	$ 176.00	$	1,056.00
Professional Engineer	0.00	$ 432.00	$	-
	Total Direct Labor		$	3,264.00
Field Office Indirect Cost Rate (%)	123.64		$	4,035.61
Out-of-Pocket Expenses			$	-
		Sub-Total	$	**7,299.61**
Profit (10%)			$	729.96
		Sub-Total	$	**8,029.57**

Soils Laboratory Testing Unit Pricing	**Test Fee**	**No. of Tests**	**Cost**
Atterberg Limit with Moisture Content	$ 75.00	6	$ 450.00
Sieve Analysis	$ 70.00	6	$ 420.00
Standard Proctor (Soil)	$ 100.00	6	$ 600.00
Standard Proctor (Stone)	$ 150.00	2	$ 300.00
Modified Proctor (Soil)	$ 110.00	6	$ 660.00
Modified Proctor (Stone)	$ 158.00	2	$ 316.00
Classfication (AASHTO)	$ 155.00	8	$ 1,240.00
Classification (Topsoil)	$ 155.00	2	$ 310.00
Moisture Content	$ 13.50	2	$ 27.00
Topsoil	$ 125.00	2	$ 250.00
Contingency (10%)			$ 432.30
		Sub-Total	$ **5,005.30**
Facilities Capital Cost of Money (% of Direct Labor)		0.508	$ 16.58
		TOTAL FEE	$ **13,051.45**

Lab tests not specifically listed in proposal but necessary to perform will be billed at Thompson Engineering's standard fee schedule. The current fee schedule for 2025 is attached.

Project No.	STPMB-7533 (601)
County	Mobile
Description	Dauphin Street Improvements
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(275 Working Day Project Duration)
Consultant	Thompson Engineering

Fee Proposal (Asphalt Laboratory Services)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager	0.00	$ 352.00	$ -
Senior Inspector	0.00	$ 292.80	$ -
Level II Inspector Office	0.00	$ 243.60	$ -
Level II Inspector	0.00	$ 235.20	$ -
Level I Inspector	0.00	$ 176.00	$ -
Technician	10.00	$ 184.00	$ 1,840.00
Administrative Assistant	0.00	$ 176.00	$ -
Professional Engineer	0.00	$ 432.00	$ -
	Total Direct Labor		$ 1,840.00
Field Office Indirect Cost Rate (%)	123.64		$ 2,274.98
Out-of-Pocket Expenses			$ 280.00
		Sub-Total	**$ 4,394.98**
Profit (10%)			$ 439.50
		Sub-Total	**$ 4,834.48**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ -
		Sub-Total	**$ 4,834.48**
Facilities Capital Cost of Money (% of Direct Labor)		0.508	$ 9.35
		TOTAL FEE	**$ 4,843.83**

Project No.	STPMB-7533 (601)
County	Mobile
Description	Dauphin Street Improvements
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(275 Working Day Project Duration)
Consultant	Thompson Engineering

Out-of-pocket Expenses (Asphalt Laboratory Services)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
Total	10	40	$0.700	$ 280.00
			Total Mileage Cost	**$ 280.00**

Subsistence Cost	Days	# People	$/Day	Total
Travel allowance (6 hour trips)	0	0	$11.25	$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	$20.00	$ -
Travel allowance (12 hour trips)	0	0	$30.00	$ -
Travel allowance (overnight)***	0	0	$75.00	$ -
				$ -
			Total Subsistence Cost	**$ -**
			Total Travel Cost	**$ 280.00**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
			Total Printing/Reproduction Cost		**$ -**

Communication Cost (telephone, fax, etc.)	Total
	$ -

Postage Cost (overnight, stamps, etc.)	Total
	$ -

Other (provide description on next line)	Total

Total Out-of-pocket Expenses	**$ 280.00**

Comments:

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

thompson
ENGINEERING

STPMB-7533 (601) Dauphin Street Improvements
Sage Avenue to West of I-65 and Springhill Memorial Hospital
Rate Schedule and Fee Proposal for Additional Design Support Services

Classification	Hourly Rate
Senior Engineer	$220
Project Engineer	$175
Engineering Associate	$117
Senior Designer	$130
Designer	$106

Estimated Hours by Classification

Senior Engineer	8 Hours @ $220/Hour =	$1,760.00
Project Engineer	40 Hours @ $175/Hour =	$7,000.00
Engineering Associate	45 Hours @ $117/Hour =	$5,265.00
Senior Designer	40 Hours @ $130/Hour =	$5,200.00
Designer	45 Hours @ $106/Hour =	$4,770.00
	Total Fee =	$23,995.00

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

A THOMPSON HOLDINGS, INC. COMPANY

STMP-7533(601)

Dauphin Street - Sage Avenue to west of I-65 at Springhill Mem. Hospital

Below are Mott MacDonald's estimated rates and manhours to perform the requested construction assistance tasks for the above project. Tasks are anticipated to be responding to Rfl's, making requested plan changes, attending meetings and general coordination.

Classifications	Hourly Rate
Principal Project Manager	$285.00
Principal Engineer	$235.00
Engineer III	$135.00
Designer IV (CADD)	$120.00
Administrative Assistant	$ 80.00

Estimated Hours by Classification				
Principal Project Manager	18	hrs. @	$285.00	$ 5,130.00
Principal Engineer	96	hrs. @	$235.00	$22,560.00
Engineer III	84	hrs. @	$135.00	$11,340.00
Designer IV (CADD)	125	hrs. @	$120.00	$15,000.00
Administrative Assistant	12	hrs. @	$80.00	$ 960.00
			Total Fee	$54,990.00
			Thompson Engineering Sub-Consultant Administrative Expense (5%)	$2,749.50
			Grand Total Fee	**$57,739.50**

SAIN ASSOCIATES

MEMORANDUM

Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243
Telephone: (205) 940-6420
Fax: (205) 728-2007
www.sain.com

TO: Jay Davison, P.E.
Thompson Engineering

FROM: Jeff Stephenson, P.E., PTOE

DATE: June 30, 2025

SA #: 250184

SUBJECT: Estimated Hours and Rate Schedule
STPMB-7533 (600) Dauphin Street
Mobile, AL

Below is our proposed schedule of estimated hours and rates for Traffic Engineering Design Support for your CE&I efforts on project STPMB-7533 (600) Dauphin Street in Mobile.

Classification	Est. Hours	Hourly Rate	Total
Principal	5.2	$ 240.00	$ 1,248.00
Project Manager/Engineer	52.0	$ 190.00	$ 9,880.00
Engineering Designer	84.0	$ 145.00	$ 12,180.00
Administrative	4.0	$ 98.00	$ 392.00
Expenses (2 overnight trips to Mobile x 2 staff)			$ 1,300.00
Total:			$ 25,000.00

Thompson Engineering Sub-Consultant Administrative Expense (5%) $1,250.00

Grand Total Fee **$26,250.00**

WATTIER SURVEYING, INC.

PROFESSIONAL LAND SURVEYORS

RATE SCHEDULE FOR
STPMB-7533 (600) DAUPHIN STREET
CONSTRUCTION
June 24, 2025

Classification	Hourly Rate
1 Man GPS/Robotic Survey Crew	$145/hr.
2 Man Survey Crew	$190/hr.
Survey Technician/CADD Technician	$ 80/hr.
Sr. Survey Technician/CADD Technician	$ 95/hr.
Licensed Professional Land Surveyor	$160/hr.
Clerical	$ 50/hr.

Estimated Hours by Classification:

1 Man GPS/Robotic Survey Crew	80.0 hrs. @ $145/hr. =	$11,600
2 Man Survey Crew	16.0 hrs. @ $190/hr. =	$ 3,040
Survey Technician/CADD Technician	14.5 hrs. @ $ 80/hr. =	$ 1,160
Sr. Survey Technician/CADD Technician	13.0 hrs. @ $ 95/hr. =	$ 1,235
Licensed Professional Land Surveyor	16.0 hrs. @ $160/hr. =	$ 2,560
Clerical	8.0 hrs. @ $ 50/hr. =	$ 400
Estimated Total Fee:		$19,995
Thompson Engineering Sub-Consultant Administrative Expense (5%)		$999.75
Grand Total Fee		**$20,994.75**

4318 Downtowner Loop North, Suite H; Mobile AL 36609
(251) 342-2640

ALABAMA
DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX (251) 473-3624

Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION
DIRECTOR

Mr. Guy O'Connor, P.E.
Project Manager
Engineering Department
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Project No. STPMB-7533(601)
Additional Lanes of Dauphin Street from Sage Avenue to West of I-65 at Springhill Memorial Hospital
City of Mobile

We are in receipt of the man-day & fee proposal, draft agreement, certification of final indirect costs, and Schedule of Direct Labor, Fringe Benefits and Indirect Cost submitted for Thompson Engineering Services, to provide construction engineering and inspection services on the above-referenced project. We concur with the proposal and the maximum allowable fee of $1,132,641.00. The overhead rate and operating margin will be as previously approved by our Bureau of Finance and Audits, External Audit Section.

After executing the agreement with the above-named consultant, you may issue a "notice to proceed" for them to begin work on the project. Please provide this office with a copy of the notice to proceed and contact information for the consultant's project manager assigned to the project.

This agreement is a "cost-plus" contract. The consultant is to provide services as necessary for the adequate construction engineering and inspection of the project, and bill only for those costs and expenses actually incurred on the project, plus allowable markups and percentages as provided for in the contract.

While deference to your consultant professional should be exercised in determining the daily staffing needs for adequately inspecting the project, it is your place to stay abreast of the engineering budget status. You should confer with the consultant periodically as necessary to ensure that this work remains within budget. **ALDOT will not reimburse for charges in excess of the aforementioned maximum allowable fee.**

If you have any questions, please let us know.

Sincerely,

MATTHEW J. ERICKSEN, P.E., REGION ENGINEER

By: Stephanie Dragotta
Stephanie Dragotta, P.E.
Local Transportation Engineer-Mobile

SAD/crj
Attachment
c: Mr. Brad Lindsey, P.E. (letter only)
File w/ Attachment

THOMENG-01 KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/10/2025

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	CONTACT NAME: Kirsten Crosby	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3968	FAX (A/C, No):
	E-MAIL ADDRESS: kcrosby@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT 2018-3005-26 | STPMB-7533(601): Dauphin Street (SMC-Sage)

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David J Swaden

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO3534778-03	Effective Date: 02/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

   Primary and Noncontributory insurance

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

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/22/2025

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
Arthur J. Gallagher Risk Management Services, LLC
13th St 4th floor
Gulfport MS 39501

CONTACT NAME: Patty Savage
PHONE (A/C, No, Ext): 8002770856 FAX (A/C, No): 228-863-1957
E-MAIL ADDRESS: Patty_Savage@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley Insurance Company, Inc.	37540
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMINC-03
Thompson Engineering Inc.
2970 Cottage Hill Rd Ste 190
Mobile AL 36606

COVERAGES **CERTIFICATE NUMBER:** 1027652463 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	Y	Y	CUP8S42687025NF	2/1/2025	2/1/2026	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab	Y	Y	C1D697250901	2/1/2025	2/1/2026	Per Claim/Agg	$2 mil/$2 mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NOTE: Umbrella Coverage above; policy number CUP8S42687025NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778-03, Auto Liability policy number BAP3534779-03, and Employers Liability policy number WC3534777-03 written through Zurich American Insurance Company effective 2/1/2025 to 2/1/2026. Umbrella is follow form these policies.
RE: Project 2018-3005-26; ALDOT Project Number STPMB-7533 (601); Access Management and signal upgrades on Dauphin Street from west of I-65 at Springhill Memorial Hospital to Sage Avenue
Umbrella is follow form the additional insured and waiver of subrogation, Primary and non-contributory wording and cancellation endorsements of the underlying GL, AL and EL policies. The professional policy provides additional insured and waiver of subrogation when required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

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

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/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.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: September 30, 2025

Submitted by:
Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
1 yr contract renewable for 2 addl 1 yr periods with Bagby & Russell Electric Co. Inc., to provide citywide Security Camera maintenance services.

Amount of Contract:
As needed @unit pricing NTE $1M/year

Funding Source
General fund.

ATTACHMENTS:
1. 2025 Agenda Package Bagbysigned SecurityCamMaint

REVIEWERS:
Donald Rose
Scott Collins
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: September 30, 2025 (Date) Item No. _____

Submitted by: Public Safety/MPD (Department) _____ (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: Rob Lasky (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Security Camera Maintenance Services

PURPOSE & SCOPE OF PROJECT:

1 yr contract renewable for 2 addl 1 yr periods with Bagby & Russell Electric Co. Inc., to provide citywide Security Camera maintenance services.
General fund.

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: As needed @unit pricing NTE $1M/year

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: 2026 Amount: Approx $1M/yr

Future years
Year: 2027, 2028 Amount: Approx $1M/yr

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): 1 year after signature.

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): 6

If this is not the lowest bid, explain why not:
Selected according to widest range of service options at best value to City.

R E S O L U T I O N

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 Bagby & Russell Electric Company, Inc. , in the amount not to exceed $1,000,000.00 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 security camera maintenance services, 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:	**Bagby & Russell Electric Company, Inc.** **5500 Plantation Road** **Theodore, AL 36582** **City Business License Nos.: 238211, 561621** **General Contractor License No: 16370** **Alabama Electrical Contractor License No: 05334** **Alabama Electronic Security Board License No: 26-001531**
For the following Project:	**Security Camera Maintenance Services**

STANDARD SERVICES AGREEMENT
SECURITY CAMERA MAINTENANCE SERVICES
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 Bagby & Russell Electric Company, Inc., hereinafter referred to as “Contractor."

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

WHEREAS, the City issued Request for Proposals (RFP) 5954, Security Camera Maintenance Services, on June 16, 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 Security Camera Maintenance Services 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 Scope of Services, which are incorporated herein as **Exhibit A** as initiated by a specific task order / request for service.

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 Scope of Services incorporated herein as **Exhibit A**, following the fee schedule / compensation rate established in Section two (2) of **Exhibit A**, in an amount not to exceed $1,000,000.00 per year.

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, attached hereto and incorporated herein.

4.3 The Contractor's invoices shall be in a form satisfactory to the City. 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 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.

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 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.

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 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.

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 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.

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 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.

14.2 Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

14.3 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.

14.4 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 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.

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 Executive Director, Public Safety, 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 Executive Director, Public Safety
As: City's Authorized Agent
P.O Box1827
Mobile AL 36644

CONTRACTOR:

Keith Vaughn, Project Manager
Bagby & Russell Electric Co, Inc
5500 Plantation Road
Theodore, AL 36582

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 and equipment 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 as Exhibit C 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: Bagby & Russell Electric Co, Inc.

Signature _____

Printed Name RICHARD A RUSSELL
PRESIDENT

Title: _____

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that

(name) RICHARD A RUSSELL, as [title] PRESIDENT of Contractor, is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

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

(SEAL)

ELIZABETH COWART
My Commission Expires 09-20-2026
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

Elizabeth Cowart
Notary Public
My Commission Expires: 09/20/2026

CITY OF MOBILE, A Municipal Corporation

By:_____ Date_____
William S. Stimpson, Mayor

ATTEST:

_____
City Clerk

EXHIBIT A: SCOPE OF SERVICES
EXHIBIT B: CITY INSURANCE REQUIREMENT, CONTRACTOR EVIDENCE OF INSURANCE
EXHIBIT C: E-VERIFY IF APPLICABLE

EXHIBIT A SCOPE OF SERVICES

I. Scope of Services: The City of Mobile operates over 1500 public facing security cameras throughout the City. The City expects this number to grow to nearly 3000 within a year. These cameras provide a critical piece of the City's efforts to protect persons and property, promote public confidence in the safety of City public spaces, deter illegal activity, and investigate recorded incidents. These cameras are effective only if they remain reliably selected, placed, and operational. To achieve this, the City requires the on-call Contractor support to timely, reliably, efficiently, and effectively install, diagnose, repair, replace cameras and equipment as needed. Contractor is to provide the following services as needed to meet the City's overall:

1. Repair, replacement, or new installation services for cameras or systems. Services to include
a. Installation and performance test of new security cameras in accordance with manufacturer and industry standard requirements. City will provide Contractor minimum equipment performance specifications, and may require use of specific make/model equipment.
b. Repair or replacement of deficient cameras or equipment discovered during regular maintenance.
c. Warranty repair or replacement services for equipment installed by Contractor. Contractor will provide or cause to be provided all manufacturer warranty support for equipment sourced by the Contractor, and will provide one-year warranty for all other labor and materials provided by the Contractor.
d. Acquisitions of all parts and equipment necessary to accomplish the above, unless otherwise provided by the City.
e. Call-out diagnostic and repair services based on camera criticality score to be set by the City:
(1) Red: Two hour on-site response
(2) Yellow: Six-hour on-site response
(3) Green: 24-hour on-site response
(4) White: 48-hour on-site response (or next business day, whichever is later).

2. Event support
a. Pre-event survey of event-associated cameras and supporting equipment for City identified events. Events to be identified by City with a minimum 72-hours notice to Contractor.
b. Acquisition and installation of temporary cameras and supporting equipment identified by the City as desired for designated events.
c. Heightened standby support and repair services for designated events.

3. Enter maintenance and equipment data into City provided "live" inventory database for any services provided for supported camera systems. City has a draft inventory of cameras and locations listed in that City will maintain either through its Nexgen, Genetec, or similar software database. Data fields that may be required for Contractor to provide or update include:
a. Location
b. Equipment on site (manufacturer, model, firmware version, type- IP/analog)
c. Installation and maintenance history
d. Performance functions of camera
e. Status
f. Network location / MAC address

g. Data storage location
h. Photograph of equipment

4. General technical advice and support. Assist the City in monitoring and improving the reliability and performance of the camera system.

5. Additional information: The City intends to implement a new commercial Citywide camera control and storage software solution that will support City use of cameras being maintained by Contractor. City expects that it will provide Contractor access to the City's control software, which may be Genetec Security Center or a similar product.

6. Tasking process: City and Contractor will develop a notification, task, response, and report protocol that provides the most efficient and effective service to the City.

7. Professionalism, markings: Contractor will perform all services in a professional manner, in accordance with all applicable industry and professional standards. Contractor personnel and equipment will be uniformed and marked with readily identifiable Contractor name and branding.

8. Confidentiality and security: Contractor and all employees and subcontractors will be required to maintain Confidentiality regarding all aspects related to City camera specifications, networks, data, or locations. City reserves the right to conduct security screenings and background checks on any Contractor employee, and to require the removal of any Contractor employee from performing services associated with this Agreement for any reason at the City's sole discretion.

II. Compensation.

1. City will pay Contractor for tasks assigned and completed.

2. Contractor will invoice the City weekly for maintenance and repair services performed the previous week. Invoices will be in a format mutually agreed upon to identify the work performed, location of service, hourly rates, and supplies and equipment provided. City will review and promptly pay such invoices, but retains the discretion to return invoices for clarification and reject payment for tasks not documented or completed.

2. Payment will be based on an hourly rate for camera service visits, plus costs for materials and equipment except when City has pre-purchased such equipment and materials and provided them for Contractor's use. Hourly rates will be based upon on-scene (not transport) service time. For service calls beyond two hours or requiring equipment exceeding $250, City may require Contractor to provide a price estimate and receive City approval before performing work.

3. Contractor will be paid by the job for new camera installation or identified event support. Contractor will provide an estimate for City approval before performing such work. Changes to the estimate will require additional City approval when encountered. Contractor may invoice for such work separately from weekly maintenance and repair services, or may include in weekly invoices, upon mutual agreement with the City.

4. City will pay Contractor the following labor rates based on Contractor on-site time and time of day. All Labor hours will be pro-rated to the nearest 30-minute increment, with a minimum one-hour charged per call. "Per call" refers to all work at the same geographic address, facility, building, or park. Hourly rates to be inclusive of all vehicles, tools, equipment, and safety / traffic controls, and Contractor overhead to perform the work.

Monday through Friday, 7:00 a.m. – 4:00 p.m.
Technician $80.00 per hour
Helper / Apprentice $55.00 per hour

Sunday, Saturday, Monday through Friday 4:01 p.m. to 6:59 a.m.
Technician $115.00 per hour
Helper / Apprentice $80.00 per hour

City Holidays 12:01 a.m. to 11:59 p.m.
Technician $160.00 per hour
Helper / Apprentice $110.00 per hour

5. City will pay Contractor the following rates for supplies and equipment provided by Contractor in performance of services under the Agreement. The City always retains the option to separately purchase any supplies and equipment to provide for Contractor use in providing Contract services, except that Contractor may require City to provide specific make/model items when in its professional discretion, a City-proposed supply item is not consistent with prudent and safe electrical professional standards.

Materials and Supplies may be billed as used at Contractor's actual cost (including any discounts received by Contractor from reseller) + 15% overhead + 10% profit.

Specified equipment may be billed at 20% discount of MSRP.

City and Contractor may agree for Contractor to purchase and hold for use on City projects inventory of mutually agreed upon stock supplies. Contractor may invoice for City pre-payment of such materials.

EXHIBIT B INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

A. 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. Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

1. 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.

2. COMMERCIAL GENERAL LIABILITY: Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations coverage with the following minimums:
a. $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
b. $1,000,000 Products/Completed Operations aggregate
c. $1,00,000 Bodily Injury per person/organization
d. $2,000,000 general aggregate per project

3. 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.)

4. PROFESSIONAL LIABILITY INSURANCE: Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional incurred. Coverage shall be at a minimum, $1,000,000.00 per event.

5. COMMERCIAL UMBRELLA LIABILITY: Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, and Automobile Liability 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 $2,000,000 per line of coverage.

6. CERTIFICATES OF INSURANCE: Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance 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 Contractor shall ensure that each Subcontractor complies with the terms of this Section.

7. ADDITIONAL INSUREDS: 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.

a. 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

8. 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.

9. 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.

10. 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 INSURANCE CERTIFICATE

REV.04/01/2025

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/2/2025

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

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

PRODUCER
PGIS, LLC dba Turner Insurance & Bonding Co.
PO Drawer 230789
Montgomery, AL 36123

CONTACT NAME: Kirsten Crosby
PHONE (A/C, No, Ext): (334) 386-3968 FAX (A/C, No):
E-MAIL ADDRESS: kcrosby@turnerfirst.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co.	16535
INSURER B : Travelers Property Casualty Co	25674
INSURER C : Beazley Insurance Co., Inc.	37540
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bagby & Russell Electric Co., Inc.
5500 Plantation Rd.
Theodore, AL 36582

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GLO593896715	2/1/2025	2/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAP593896815	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	CUP-7R076893-25-NF	2/1/2025	2/1/2026	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC593896615	2/1/2025	2/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Incident			SRPL20094500	2/1/2025	2/1/2026	Occurrence/Aggregate	2,000,000
C	Professional Liab			SRPL20094500	2/1/2025	2/1/2026		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile Security Camera Maintenance

The City of Mobile and their officers, directors and employees are named as additional insured on a primary & non contributory basis as respects General Liability, Automobile Liability, & Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respects General Liability, Automobile Liability, Umbrella Liability, & Workers Compensation where required by written contract. 30 days written notice of cancellation applies where required by written contract.

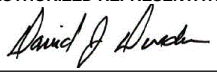
CERTIFICATE HOLDER

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

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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Waiver Of Subrogation (Blanket) Endorsement

Bagby & Russell Electric Co.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO593896715	02/01/2025	02/01/2026	02/01/2025		$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO593896715	Effective Date: 02/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

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

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP593896815	02.01.2025	02.01.2026	02.01.2025			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;

2. Repair;

3. Servicing;

4. "Loss"; or

5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Notification to Others of Cancellation

ZURICH

Bagby & Russell Electric Co.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP593896815	02.01.2025	02.01.2026	02.01.2025			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
AS REQUIRED BY A WRITTEN CONTRACT. NAMES ON FILE WITH	30
COMPANY	

All other terms and conditions of this policy remain unchanged.

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Policy Number: BAP593896815

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 02/01/2025	Countersigned By:
Named Insured: Bagby & Russell Electric Co.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

AS REQUIRED BY CONTRACT OR AGREEMENT.

IF REQUIRED BY CONTRACT, THIS COVERAGE SHALL BE PRIMARY AND ANY INSURANCE MAINTAINED BY THE ADDITIONAL INSURED WILL APPLY ON AN EXCESS BASIS; HOWEVER, IN NO EVENT WILL THIS ADDITIONAL INSURED COVERAGE EXTEND BEYOND THE TERMS AND CONDITIONS OF THE WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ALL PERSONS OR ORGANIZATIONS. APPLIES WHEN REQUIRED BY A WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2025 Policy No. WC593896615 Endorsement No.

Insured Bagby & Russell Electric Co. Premium $

Insurance Company Countersigned By _____

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Blanket Notification to Others of Cancellation or Non-Renewal

Bagby & Russell Electric Co.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO593896715	02.01.2025	02.01.2026	02.01.2025			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;

2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

2. At least 30 days prior to the effective date of:

a. Cancellation, if cancelled for any reason other than nonpayment of premium; or

b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;

2. Negate the cancellation or non-renewal; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. **Alternate Employer**

   AN ALTERNATE EMPLOYER WITH WHOM YOU HAVE A WRITTEN CONTRACT REQUIRING THIS POLICY TO APPLY AS IF THE ALTERNATE EMPLOYER IS AN INSURED.

   Address

2. **State of Special or Temporary Employment**

   AL

3. **Contract or Project**

   ANY CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE OR PROJECT WHICH IS THE SUBJECT OF THE CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE.

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NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
AS REQUIRED BY A WRITTEN CONTRACT. NAMES ON FILE WITH THE COMPANY.	**30**

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **02/01/2025** Policy No. **WC593896615** Endorsement No.**001**
Endorsement Exp: **02/01/2026** Premium $ **INCL**
Insured **Bagby & Russell Electric Co.**

Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

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EXHIBIT C E-VERIFY DOCUMENTATION

E-Verify

Company ID Number: 402828

Approved by:

Employer BAGBY & RUSSELL ELECTRIC CO., INC.	
Name (Please Type or Print) ROSEMARY S LEMASTER	Title
Signature Electronically Signed	Date 03/22/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/22/2011

E-Verify

Company ID Number: 402828

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	BAGBY & RUSSELL ELECTRIC CO., INC.
Company Facility Address	5500 Plantation Rd Theodore, AL 36582
Company Alternate Address	P.O. Box 699 Theodore, AL 365900699
County or Parish	MOBILE
Employer Identification Number	630942738
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

E-Verify

Company ID Number: 402828

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

E-Verify

Company ID Number: 402828

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	CHRISSY FULLER
Phone Number	2513445987
Fax	2516536353
Email	chrissy@baqrus.com

Name	LYONS A WALSH
Phone Number	2513445987
Fax	2513440308
Email	art@baqrus.com

SCORE SHEET FOR RFP 5954 Security Camera Maintenance

	Convergint	**Vision Security Technologies**	**Bagby & Russell**	**Logista**	**First Choice Security**	**ProtecVideo**
Experience, prior performance, capacity & qualifications **35 points**	18	23	32	29	20	26
Plan to provide services **25 points**	11	15	23	20	13	17
Cost effectiveness **40 points**	18	23	35	30	21	26
Total	47	61	90	79	54	69

City of Mobile

Request for Proposals

Addendum 1 to RFP Number: 5954

Security Camera Maintenance Services

The City of Mobile is seeking proposals for Security Camera Maintenance Services.

The City is providing this Addendum 1 in response to questions received regarding the original RFP.

The due date for submitted written proposals has been extended to 4:00 pm, July 25, 2025. *Submit one paper original and one digital copy (CD or flash drive) of the proposal*.

The full contents of the original Request for Proposals (RFP), and any subsequent Addenda to this RFP may be found on the City Bid page at https://www.cityofmobile.org/bids.

QUESTIONS AND ANSWERS:

The follow are questions that have been received and City responses to those questions. The questions are included generally verbatim as received relating to the overall RFP requirements where the City determined that an answer to all potential proposers was merited. Where you remain unclear or uncertain of the City's requirements, please use your judgment as to the City's intent, and state any questions or assumptions you made in interpreting the City's RFP. All timely submitted RFPs will be fully considered and scored by the City.

1. Confirmation on the operational camera status? How many cameras in the system are currently down?

Answer: The City does not have an accurate status of all cameras at this time. This contract is one way the City will improve its camera status reporting.

2. If the contractor is expected to provide camera hardware, does 'at cost' refer to the contractor's acquisition cost, or will the City require use of a separate procurement process or pre-negotiated pricing? Please define "at cost".

Answer: Proposers should define their pricing model in their pricing proposal.

3. Based on system health and current activity, how many hours per week is expected for routine maintenance?

Answer: Unknown at this time.

4. How frequently will special events occur? Monthly? Semi- Annually?

Answer: The planned events such as Mardi Gras, Holiday parades, etc., might need service requests and will be communicated ahead of time. Unexpected events such as protests, gatherings, critical incidents, may have a ASAP priority which would be rare. See color coding response levels.

5. Will the City allow for service fees associated with holiday work and overtime labor to be listed as a separate line item or category within the pricing structure?

Answer: Proposers should define their pricing model in their pricing proposal.

6. Will a certain level of spare parts or backup inventory be the responsibility of the vendor? If so, at what quantities?

Answer: Contractor will be expected to meet the service levels in Paragraph II.1.e. Specific inventory requirements will be coordinated with the City during contract performance.

7. Will there be an emergency contact or escalation protocol established for after-hours service requests?

Answer: Yes.

8. Will contractors have full access to the platforms systems?

Answer: Yes

9. Will the City be open to new camera maintenance software?

Answer: Yes.

10. Will the City be open to a demonstration of the Eagle Eye VMS as a possible city-wide software solution.

Answer: Not at this time.

11. Is there a higher priority placed on existing non-operational sites over new site installations, and what is the expected timeline for those operations?

Answer: Those issues will be budgeted out and planned.

12. Will the City establish a defined budget to serve as a guideline for ongoing system management, routine maintenance, and operational services?

Answer: Yes.

13. Are there any additional systems tied into the cameras (e.g., access control, emergency intercoms)?

Answer: Generally no.

14. Who is the primary point of contact for this contract (department or individual)?

Answer: Mobile Police Department

15. Is there any materials or equipment, that are banned or required not to use on this contract?

Answer: The City intends only to use NDAA compliant cameras and equipment to accommodate potential federal interoperability requirements.

16. Are there existing purchase orders or vendor agreements in place we should be aware of?

Answer: No.

17. Is funding for this contract tied to a Federal grant or specific fiscal cycle?

Answer: The City fiscal year runs from October 1 to Sep 30. Funding for these services depends upon City Council appropriation of City funds ,but is not dependent on any specific federal grant.

18. Are monthly or quarterly summary reports expected?

Answer: This will be coordinated with the selected Contractor. Respondents may propose a reporting model in their plan for performing services, paragraph V.2.

19. Do you require asset tagging of cameras or other camera related equipment?

Answer: This will be coordinated with the selected Contractor. Respondents may propose a tagging model in their plan for performing services, paragraph V.2., in support of requirements in paragraph II.3.

20. Are there access restrictions at certain camera locations (schools, police stations, utility sites)?

Answer: Yes. Access will be coordinated with the selected Contractor.

21. Are there specific safety or municipal compliance requirements we must follow while on site?

Answer: Proposers are encouraged to describe the safety protocols they follow in performing the type of work required by the RFP. Additional protocols and requirements may be coordinated with the selected Contractor.

22. Will escorts be required at any locations?

Answer: Some locations may require escort depending upon the protocols developed with the selected Contractor and equipment location..

23. Is there a sign-in or permitting process before service work can begin?

Answer: No. Specific tasking protocols will be coordinated with the selected Contractor. Respondents may propose a process in their plan for performing services, paragraph V.2.

24. Is this a new contract, or a continuation of an existing one?

Answer: This is a new contract.

25. Will there be a formal performance review at any point in the contract?

Answer: This will be coordinated with the selected Contractor. Respondents may propose a performance review model in their plan for performing services, paragraph V.2.

26. What is the municipality's preferred communication method for scheduling or coordination (email, portal, phone)?

Answer: This will be coordinated with the selected Contractor. Respondents may propose a communications method in their plan for performing services, paragraph V.2

City of Mobile
Request for Proposals
RFP Number: 5954

SECURITY CAMERA MAINTENANCE SERVICES

The City of Mobile ("City") is seeking written proposals from professional video camera maintenance and installation firms for servicing the City's public video cameras.

Proposals Due: **4:00 p.m., July 18, 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

Questions must be sent in writing via electronic mail by 4**:00 p.m. July 8, 2025**, to: Purchasing@CityofMobile.org

A mandatory pre-proposal conference will be held via Microsoft Teams at 10:00 am, Thursday, June 26, 2025. Interested attendees should send an email to Purchasing@CityofMobile.org for the meeting link.

I. Introduction: The City of Mobile operates over 1500 public facing security cameras throughout the City. The City expects this number to grow to nearly 3000 within a year. These cameras provide a critical piece of the City's efforts to protect persons and property, promote public confidence in the safety of City public spaces, deter illegal activity, and investigate recorded incidents. These cameras are effective only if they remain reliably selected, placed, and operational. To achieve this, the City requires on-call contractor support to timely, reliably, efficiently, and effectively install, diagnose, repair, replace cameras and equipment as needed.

II. Scope of Services: City intends to task selected Contractor to provide the following services as needed:

1. Repair, replacement, or new installation services for cameras or systems. Services to include
   a. Installation and performance test of new security cameras in accordance with manufacturer and industry standard requirements. City will provide Contractor minimum equipment performance specifications, and may require use of specific make/model equipment.
   b. Repair or replacement of deficient cameras or equipment discovered during regular maintenance.
   c. Warranty repair or replacement services for equipment installed by Contractor. Contractor will provide or cause to be provided all manufacturer warranty support for equipment sourced by the Contractor, and will provide one-year warranty for all other labor and materials provided by the Contractor.

d. Acquisitions of all parts and equipment necessary to accomplish the above, unless otherwise provided by the City.

e. Call-out diagnostic and repair services based on camera criticality score to be set by the City:

(1) Red: Two hour on-site response
(2) Yellow: Six-hour on-site response
(3) Green: 24-hour on-site response
(4) White: 48-hour on-site response (or next business day, whichever is later).

2. Event support

a. Pre-event survey of event-associated cameras and supporting equipment for City identified events. Events to be identified by City with a minimum 72-hours notice to Contractor.

b. Acquisition and installation of temporary cameras and supporting equipment identified by the City as desired for designated events.

c. Heightened standby support and repair services for designated events.

3. Enter maintenance and equipment data into City provided "live" inventory database for any services provided for supported camera systems. City has a draft inventory of cameras and locations listed in Exhibit A that City will maintain either through its Nexgen, Genetec, or similar software database. Data fields that may be required for Contractor to provide or update include:

a. Location
b. Equipment on site (manufacturer, model, firmware version, type- IP/analog)
c. Installation and maintenance history
d. Performance functions of camera
e. Status
f. Network location / MAC address
g. Data storage location
h. Photograph of equipment

4. General technical advice and support. Assist the City in monitoring and improving the reliability and performance of the camera system.

5. Additional information: The City intends to implement a new commercial Citywide camera control and storage software solution that will support City use of cameras being maintained by Contractor. City expects that it will provide Contractor access to the City's control software, which may be Genetec Security Center or a similar product.

.

III. Vendor Qualifications:

1. Proven success experience in municipal or large campus security camera services.

2. Master electrician or equivalent on staff or on retainer.

3. Appropriate Alabama Electrical Contract Board Electrical Contractor License (AL Code 34-36-2).

4. Network security experience, training, and certification (e.g. CompTIA Network + or other qualification).

5. Uniformed professional on-call workforce. All working on City contract must be able to pass MPD criminal background check.

6. City of Mobile business license,

7. Some experience with camera network management and storge software (Genetec Security Center or similar such software).

8. Optional additional license through the Alabama Electronic Security Board (AL Code 34-1A

IV. Compensation

1. City will pay Contractor per task assigned.

2. Payment will be based on an hourly rate for camera service visits, plus costs for materials. Hourly rate will be based upon on-scene (not transport) service time. For service calls beyond two hours or requiring equipment exceeding $250, Contractor will provide a price estimate and receive City approval before performing work. Equipment and supplies will be charged at Contractor's cost.

3. Contractor will be paid by the job for new camera installation or identified event support. Contractor will provide an estimate for City approval before performing such work. Changes to the estimate will require additional City approval when encountered.

V. **Proposal Submission Requirements:**

1. Provide description of Contractor qualifications to perform the work. Include
   a. Contractor licenses or certifications.
   b. Professional experience of key personnel. Include any certifications or particular technical experience relevant to the work required by the City.
   c. Prior experience for similar customers. Include description of services provided and customer point of contact. Include familiarity with customer camera management and storage software systems.
   d. Resources, equipment, staffing.

2. Provide your plan for performing the services required.

3. Provide the following pricing.
   a. Hourly rate per service call.
   b. Any alternate proposal for pricing other than what the City has set above.

V. Evaluation Criteria (100 point scale):

1. Experience, prior performance, capacity, and qualifications of Contractor. – 35 points.

2. Plan to provide services. – 25 points.

3. Cost-effectiveness of the proposal. – 40 points.

VI Additional Terms:

1. Term. The City would intend to contract with the selected provider for one year, renewable for two additional one-year periods.

2. Insurance Coverage. City will require Contractor to acquire and maintain in full force and effect liability and comprehensive insurance, endorsed to name the City of Mobile as an additional insured, issued by an agent licensed and qualified to do business in the State of Alabama:

a. Worker's Compensation/Owner'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.

b. Commercial General Liability. Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations coverage with the following minimums:

(1) $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
(2) $1,000,000 Products/Completed Operations aggregate
(3) $1,00,000 Bodily Injury per person/organization
(4) $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.)

d. Professional Liability Insurance. Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional incurred. Coverage shall be at a minimum, $1,000,000.00 per event.

e. Commercial General 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 $2,000,000 per line of coverage.

3. Insurance Certificates. Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance 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.

a. Additional Insureds. 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

b. Subcontractors. Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements for the primary Contractor, including the additional insured, primary and non-contributory and waiver of subrogation requirements.

c. 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.

d. 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.

e. 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

3. City will have the right to terminate the contract at any time, or to specify the removal of any Contractor employee or subcontractor from work on the contract.

4. Contractor and all employees and subcontractors will be required to maintain Confidentiality regarding all aspects related to City camera specifications, networks, data, or locations

EXHIBIT A Cameria Inventory.

EXHIBIT A CAMERA INVENTORY

***Map 1**: General Distribution and Quantity of Cameras Located at City Facilities*

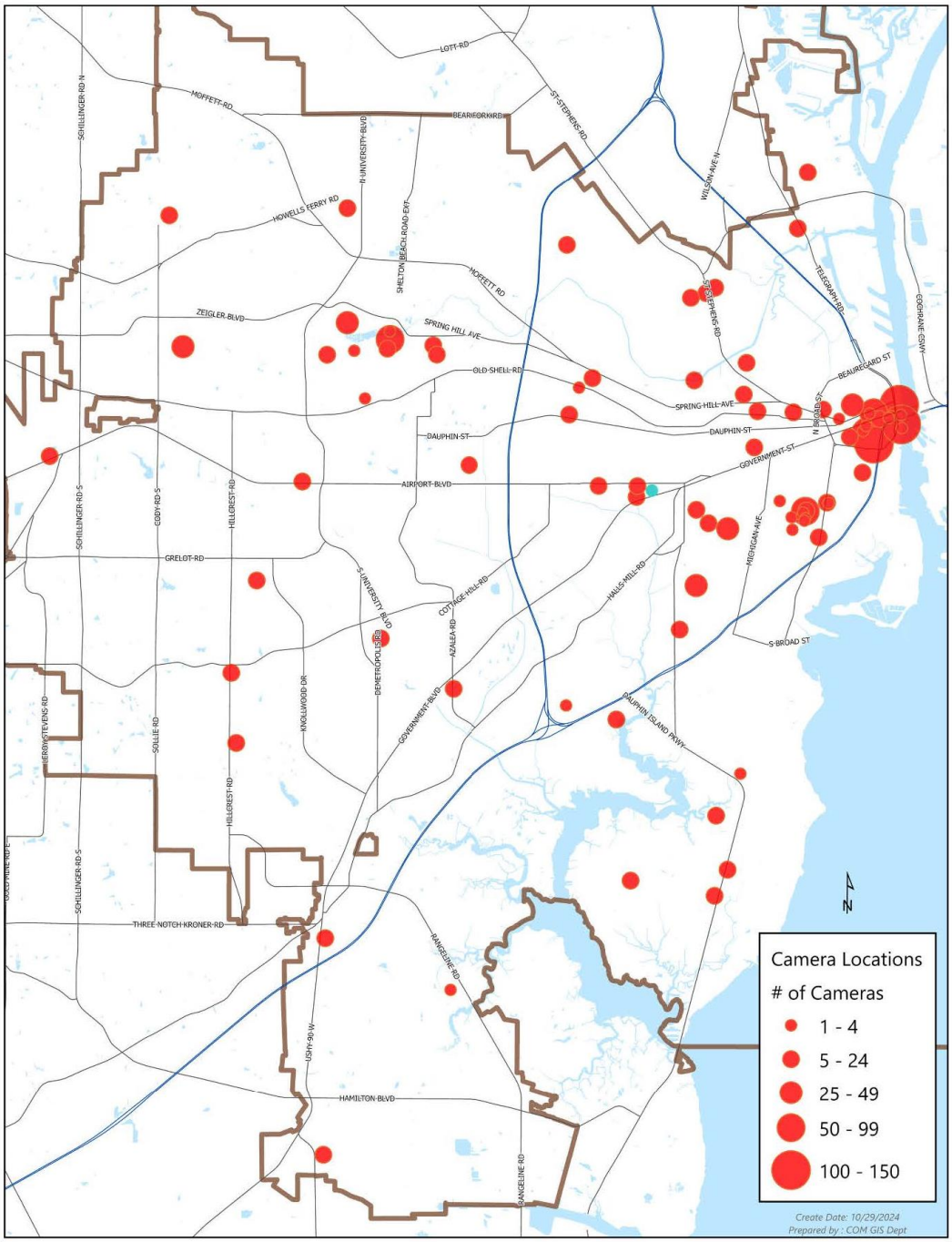


***Figure 2**: Camera Inventory*

Supported Streams	Current Cameras	Expected Growth	Total
3 Mile Creek	9		9
4th Precinct	6		6
Azalea City Golf	10		10
Fire Supply	6		6
FS12	6		6
FS18	6		6
FS22	6		6
Fuel Station	1		1
Langan Park	1		1
MMOA	75		75
Public Safety	5		5
Sage	18		18
Tennis Center	26		26
WAC	8		8
2nd Precinct	6		6
Connie Hudson	6		6
Crime Stoppers	6		6
FS19	6		6
FS23	6		6
FS28	6		6
FS6	6		6
FS8	6		6
FS9	6		6
Medal of Honor Park	15		15
PDHQ	15		15
Public Safety Memorial Park	1		1
1st Precinct	1		1
Animal Shelter	4		4
Diesel Shop	1		1
Electrical	-		-
FS11	6		6
FS16	6		6
FS20	6		6
FS7	1		1
Garage	15		15
Motor Pool	-		-
PD Traffic	10		10
Public Services	98		98
PW Fuel Station	7		7

Sanatation	3		3
Sign Shop	-		-
Streets	5		5
Traffic Engineering	1		1
Hurtel	11		11
Fire Training	3		3
Taylor Park	2		2
110 Lafayette	6		6
850 Saint Anthony	10		10
Archives	1		1
Bienville Square	-		-
Canal Parking Garage	-	125	125
Cathedral Square	-		-
FireCentral	8		8
FS21	6		6
GCTC	25		25
Lyons Park	8		8
Mardi Gras Park	1		1
MGP	3		3
MIT	8		8
Municipal Courts	10		10
PD Impound	2		2
Saenger Milestone	50		50
Seals Park	6		6
Spanish Plaza	-		-
3rd Precinct	6		6
Convention Center	148		148
Cooper Park	-		-
Figures Park	6		6
FS14	6		6
GulfQuest	30		30
Telecom	2		2
Cruise Terminal	154	-	154
GulfQuest to Cruise Terminal	2		2
GulfQuest	80		80
Civic Center		150	150
PD Horse Barn		6	6
PD Range	6		6
Dotch	16		16
Hackmeyer Park	6		6
Harmon Community Center	27		27
Hillsdale Community Center	27		27

Howard Johnson Park	4		4
Mitternight Rec Center	8		8
Newhouse Park & Center	6		6
Parkway Senior Center	16		16
Rickarby Recreation Center	14		14
Robert Hope Community Center	16		16
Springhill Community Center	16		16
Stotts Recreation Center	13		13
Sullivan Community Center	16		16
Trimmier Park	12		12
ART Instructional Center	3		3
Navco Park	10		10
		Total	**1,523**

BAGBY & RUSSELLL SECURITY

About Us

Bagby & Russell Electric Company is a local, family owned, full service Electrical Contractor that has been serving the Mobile and the Gulf Coast area for over 50 years. We have nearly 200 field employees and 100 trucks and work vehicles.

As a company, we have three distinct, separate divisions:

- **Full Service Electrical Contractor**- Commercial, Industrial, and Governmental electrical service providing full power installations, switchgear, duct banks, wiring, lighting, controls, etc.
- **DOT Division**- Specializing in roadway lighting and intersection installations.
- **Low Voltage Networking and Security Division**- Specializing in surveillance systems, access control, intrusion systems, data installation, and fiber optic installation and termination.

Our Low Voltage division is submitting this bid for surveillance maintenance. However, in an emergency or other such times of need, we can always call on resources from the other divisions to assist, whether it be for mechanical resources or personnel. A big plus for our customers!

Over the years we have been expanding our division and our capabilities, and I believe we possess a unique skillset when it comes to data and security. Many of our technicians have been employed at Bagby & Russell for more than 10-15 years. While all of them are AESBL certified, and complete hours of Continuing Education every year, many of them are also Journeymen Electricians. This has proven to be most helpful on jobs whenever a new circuit or any such additional power may be needed. We do not have to call another company or get pricing from someone else to be marked up. We simply handle it ourselves. This saves valuable time and money for our customers. We take great pride in the ability and success of our technicians!

Our Credentials

We have a great team at Bagby & Russell. Some of our credentials and certifications are listed here:

- Master Electrician(s) on staff
- RCDD (Registered Communications Distribution Designer) on staff
- We have a current AESBL License, and certified technicians, complete with CEUs and FBI background checks
- Bicsi Level I and Bicsi Level II certified technicians
- Certified Avigilon / Honeywell / Bosch technicians
- Over 20 years of installation, service, and maintenance of large Video Surveillance Systems
- Our top technician, Chris Goodwin, has been with us for 24 years, and is highly knowledgeable regarding everything video surveillance and security. He is an absolute problem solver. We are proud of the work he does for Bagby & Russell. Ask our references about his ability.

Brand Integration Expertise

- **Motorola Solutions**: End-to-end security ecosystem including command center software and unified communication.
- **Avigilon**: Known for AI-powered analytics and Appearance Search, they are the top end for many education and municipal end users. We believe the best that video security has to offer, combining fully integrated video and advanced analytics with access control, radio communication, concealed weapons detection, gun shot detection and more.
- **AXIS Communications:** A wide range of network video surveillance solutions, such as cameras and encoders, video management software and recorders,
- **Bosch Security Systems**: Ruggedized IP cameras with built-in intelligence, motion detection, and remote access.
- **Honeywell**: Trusted for legacy integrations and scalable IP/analog hybrid systems.

Work Experience

We currently provide security and data services for many entities around the Mobile area. Below are just a few of the companies for which we have and/or are currently providing service or installation:

Mobile County Public Schools	Mobile County / Mobile County Rev Comm / Mobile County EMA
City of Mobile/Cruise Terminal/Parking Garage	Bishop State University- All Campuses Video Install
Saraland City Schools	Mississippi Youth Challenge, Camp Shelby, MS.
Bell Air Mall / Shoppes at Bel Air	Eastern Shore Centre, Daphne, AL

One of our long-time customers is Mobile County Public Schools. We provide MCPSS with Video Surveillance, Intrusion Systems, Access Control, and Concealed Weapons Detection. We have been working with them, and growing their security for over 20 years, and their safety and security has improved tremendously. I think this is the perfect pre-requisite for the City of Mobile Video Maintenance Bid. We already work with City Police Department regarding access to MCPSS video system. Below are the reasons why I think our experience, specifically with MCPSS, makes us a perfect fit for the City of Mobile (CM).

- We have installed and currently service more than 5,000 cameras at over 100 schools, administration buildings, bus lots, and maintenance facilities, from Citronelle to Dauphin Island.
- We also install, service, and maintain their current intrusion system at all locations.
- We also provide and service the new Concealed Weapons Detections systems by Motorola/Evolv.
- We are currently installing Access Control at all 91 schools, due to be completed this year.
- Provide service and repair of Mobile Security Camera Trailers for special events

This is a large area (the entire County), and they have many systems for which we provide service. We have the men on the ground, and the local resources to provide timely service. We pride ourselves on it.

Our Plan for City of Mobile

Our long tenure at MCPSS and others has helped us to gain exceptional knowledge and experience from a service standpoint, but we have also improved our resource management, response times, and distribution of services. We have a proven system that is efficient and effective, and we will bring that to The City of Mobile (CM).

When we start, we will first establish and provide a simple email database that will not only serve as our dispatch / distribution hub but also provides a searchable record for any past assignments and responses. This is how it works:

CM: Personnel that have the credentials to issue work orders will go to the online database. Click on a drop box and select the location in need of service.

Example: "Cruise Terminal"

CM: Type a short description of the issue to be addressed and simply hit "send". It literally takes seconds.

Example: "Eight cameras out on second floor of cruise terminal"

BR: That message will go to our staff here at Bagby Security, where our Supervisor / Lead Tech will assign the work order to one of our technicians. It actually goes to all our techs as well, and if someone is already nearby, they claim the service, speeding up the process. A response will be sent to the CM with the details.

BR: Technician arrives and diagnoses the issue. If it's a quick fix, they solve the issue, and we respond with the details of what we did. If it requires a more in-depth repair, BR sends a response, stating who was assigned, what issues were found, and what needs to be done. Maybe we send a quote for repair; Labor / Material depending on how material will be obtained by CM or BR, which is still to be determined.

CM: Approves said recommendation.

BR: Performs repair, informs CM works is complete.

Example: " Discovered a bad 8 port switch in upstairs IDF. Replaced the switch and reconnected cameras. All cameras are back online and video is restored and working."

Meanwhile, all correspondence is saved and cataloged in the database, and can be searched weeks, months, and even years later. Providing a very transparent record of what was requested, and how we responded. It is also a record to review and see if the same issue keeps occurring with the same components, and alert us that we may need to address some other issue, such as surge protection, insufficient power, etc. It's a great tool that we continue to improve upon.

It is my opinion that our team here at Bagby & Russell is uniquely and perfectly qualified to provide this type of service for the City of Mobile. We appreciate the opportunity to provide you with excellent service.

References:

MCPSS: *Video / Intrusion / Access Control / Concealed Weapons Detection*. We work within their system every day, performing any number of installations and service/ repair work. ***Andy Gatewood*** oversees all security work assignments for our team, and we recommend you call his office for information regarding our performance at MCPSS.

Director of Security:
Andy Gatewood
251-221-4108
Manages / oversees all aspects of Security for MCPSS. Video Surveillance, Intrusion, Access Control, Concealed Weapons Detection, and more.

Facilities Contract Manager:
Michael Griswold
251-221-4650
Manages / oversees State bid projects

City of Mobile: We have performed several tasks / projects for the City of Mobile, either as the GC or sub-contractor. Some projects that we performed installation for are listed below:
Mobile Cruise Terminal- Installed all conduit, cabling, cameras, mounts, and head end equipment as a sub-contractor for Johnson Controls. Mobile Probation Office video surveillance installation as a sub-contractor for Johnson Controls.

Architectural Engineering Department
Cindy Klotz
251-208-7633

Mobile Cruise Terminal
Glenda Chambers
251-338-7447

Mobile County: We have done various projects for Mobile County, including contract labor for their cameras system. New video surveillance system installation at Mobile County Revenue Commission, and currently provide service and repair for the Avigilon Video and Access Control for Mobile County Emergency Management Agency.

Director of Public Safety Communications
Eric Lindsley
251-574-7930

Mike Dillaber
Mobile County Emergency Management Agency
251-529-8374

Recent Large Video System Installations

Leflore High School State Bid Current
Avigilon; 158 Camera System Avigilon

Murphy High School State Bid 2024
Avigilon; 185 Cameras System Installed in 90 days

BC Rain High School State Bid 2024
Avigilon; 130 Camera System Installed in 60 days

BendPak Distribution Warehouse Current
Axis; 120 Camera System

City of Mobile Parking Garage 2025
Axis; 130 Cameras

Cruise Terminal 2018 / 2019
Axis; Cameras Various Installations

Saraland High School
Interlogix; 96 Cameras

Mississippi Youth Challenge , Camp Shelby, MS 2013
GeoVision; 93 Cameras

Hours of Operation and Billing Rates:

Open 7:00A.M. – 4:00 P.M.

Technician ..... $80.00 per hour
Helper / Apprentice ..... $55.00 per hour
*Minimum, 1 Hour charge for site visit service call

After Business Hours
Technician $115.00
Helper / Apprentice ..... $ 80.00
*Minimum 1 hour charge for site visit service call

Holiday Time
Technician $160.00
Helper / Apprentice $110.00

Cost of Material

Cost plus: Submit invoices with a 10% overhead / 15% Profit mark up. This mostly applies to miscellaneous material such as conduit, connectors, back boxes, flex, etc.

Catalog Pricing: Depending on the material, we can do 20% off MSRP. This would be regarding brand-specific servers, cameras, mounts, licenses, etc. We still are not sure what brand of material CM or BR will be purchasing. We are also not sure or if CM will purchase all material themselves.

*We are willing to purchase the more common items and hold them in stock at our warehouse. Just an option to consider. We know that to keep up a large-scale system like The City of Mobile, someone has to have stock on hand, whether it be the Owner or the Contractor.

Thank you for your consideration.

Signed_____ Date: _____

Keith Vaughn
Low Voltage / Security Project Manager
Bagby & Russell Electric Co., Inc.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: September 30, 2025

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
John Forrester, City Engineer

Sponsored by:
Sandy Stimpson, Mayor
Benjamin Reynolds, Councilmember

Purpose and Scope of Project:
Accept temporary construction easements for the Project # 2024-3005-19

Amount of Contract:

Funding Source

ATTACHMENTS:
1. ResolutionTCE Salata
2. TCE Salata SIGNED

REVIEWERS:
Stacey Howard
Carleen Stout
Cherlina Monteiro
James Barber

2025

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts the following temporary construction easement for the Project Number 2024-3005-19, Miscellaneous Drainage Repairs (D107) Part 1(A), Halls Mill Road at Spring Branch (BIN 014688):

1. Temporary Construction Easement from Marie L. Salata and Joseph A. Salata, 4858 Halls Mill Road.

SAID document with sketch being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

_____
City Clerk

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA

COUNTY OF MOBILE

This indenture made this 17th day of September, 2025, MARIE L. SALATA and JOSEPH A. SALATA, husband and wife (hereinafter "Grantors"), and the CITY OF MOBILE, a Municipal corporation, organized and existing under the laws of the State of Alabama (hereinafter "Grantee").

W I T N E S S E T H:

That the Grantors are the owners of the real property located at 4858 Halls Mill Road, Mobile, Alabama 36693.

That the Grantors, in consideration of the sum of ONE DOLLAR and 00/100's ($1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for the further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to our property, do hereby grant and convey to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for **Project Number 2024-3005-19, Miscellaneous Drainage Repairs (D107) Part 1(A), Halls Mill Road at Spring Branch (BIN 014688)**, said easement being on and across the lands described in **Exhibit A and Exhibit B** attached hereto.

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the

above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property. And for and in consideration of the above, Grantors hereby release Grantee from all consequential damages, present or prospective to the property of Grantors, arising out of construction, maintenance or repair of said easement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 17th day of September, 2025.

Marie L. Salata
MARIE L. SALATA

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Marie L. Salata, whose name 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 above and foregoing conveyance, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the 17th day of September, 2025.

Rhonda D. Lewis
Notary Public, Mobile County, Alabama
My Commission Expires: 3-13-29

RHONDA D. LEWIS NOTARY PUBLIC ALABAMA STATE AT LARGE

---------- SECOND SIGNAURE FOLLOWING----------

JOSEPH A. SALATA

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Joseph A. Salata, whose name 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 above and foregoing conveyance, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the 17th day of September, 2025.

Notary Public, Mobile County, Alabama
My Commission Expires: 3-13-29

This instrument prepared by:

City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Grantee:

City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

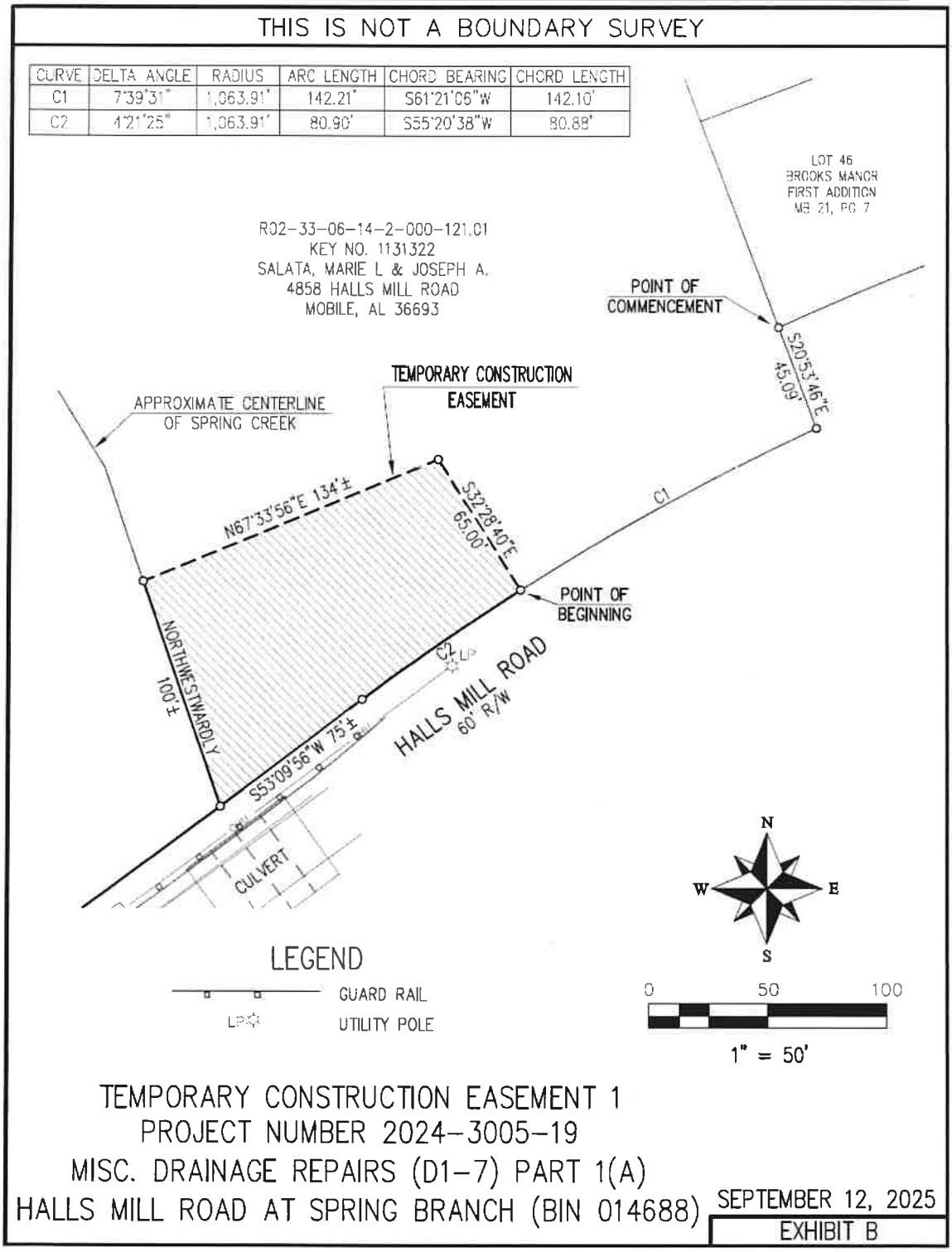
EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

Commencing at a the southwest corner of Lot 46, Brooks Manor, First Addition, as recorded in Map Book 21, Page 7 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 20°-53'-46" East along the west right-of-way line of a service road a distance of 45.09 feet to the north right-of-way line of Halls Mill Road (60' r/w); thence run southwestwardly along said north right-of-way line and along the arc of a curve to the left (having a delta of 07°-39'-31", a radius of 1,063.91 feet, a chord bearing of South 61°-21'-06" West, and a chord length of 142.10 feet) an arc distance of 142.21 feet to the Point of Beginning of the following described parcel: thence continue southwestwardly along said north right-of-way line and along the arc of a curve to the left (having a delta of 04°-21'-25", a radius of 1,063.91 feet, a chord bearing of South 55°-20'-38" West, and a chord length of 80.88 feet) an arc distance of 80.90 feet; thence run South 53°-09'-56" West along said north right-of-way line a distance of 75 feet, more or less, to the centerline of Spring Creek; thence run northwestwardly along the center of Spring Creek a distance of 100 feet, more or less; thence run North 67°-33'-56" East a distance of 134 feet, more or less; thence run South 32°-28'-40" East a distance of 65.00 feet to the Point of Beginning. The described parcel contains 0.27 acre, more or less.

EXHIBIT B

SURVEY OF TEMPORARY CONSTRUCTION EASEMENT LOCATION



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: September 30, 2025

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:
Sandy Stimpson, Mayor
William Carroll, Councilmember

Purpose and Scope of Project:
Attached to this memo is a Contract agreement between the City of Mobile and McElhenney Construction Company, LLC, to administer the construction of the Dr. Martin Luther King Jr. Ave Complete Streets project. The McElhenney Construction Company, LLC. team was chosen through an Alabama Department of Conservation and Natural Resources (ADCNR) approved, competitive City of Mobile bid process that is aligned with the federal procurement policies.

This contract is funded (in part) through the subaward agreement for Grant Award #: GNSSP25AL0063-01-00 between the ADCNR and the City of Mobile for the RESTORE Act Impact project titled "State Expenditure Plan #28: One Mobile: Reconnecting People, Work and Play through Complete Streets", which was adopted by City Council on March 5, 2025. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). It is also funded (in part) through a grant agreement between the City of Mobile and the State of Alabama (acting by and through the Alabama Department of Transportation), which was adopted by City Council on August 6, 2024.

The purpose of this project is the construction of utility infrastructure improvements along with roadway and pedestrian improvements such as sidewalks, bike lanes, on-street parking, improved drainage, pedestrian improvements, resurfacing, signals and lighting along Dr. Martin Luther King Jr. Ave from NW of Butchers Lane to Beauregard St (SR-16).

Amount of Contract:
$11,257,346.43

Funding Source

G-BROADPH4 **At the request of Ricardo Woods, I approved on behalf of Kelsi Tippery, Cherlina Monteiro, and James Barber and added this item to the 9/30 agenda.

ATTACHMENTS:

1. MLK CoverLetter
2. MLK Resolution
3. MLK Draft Contract

REVIEWERS:

Jennifer Greene
Nicholas Amberger
Kelsi Tippery
Cherlina Monteiro
James Barber

September 26, 2025

To Whom It May Concern:

Attached to this memo is a Contract agreement between the City of Mobile and McElhenney Construction Company, LLC, to administer the construction of the Dr. Martin Luther King Jr. Ave Complete Streets project. The McElhenney Construction Company, LLC. team was chosen through an Alabama Department of Conservation and Natural Resources (ADCNR) approved, competitive City of Mobile bid process that is aligned with the federal procurement policies.

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

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

2025

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

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

Name of Company:	McElhenney Construction Company, LLC
Project Name:	TIGER 2016 Project Phase Four – Dr. Martin Luther King Jr. Ave from NW of Butchers Lane to Beauregard St (SR-16) COM Project No. 2023-2045-01
Cost:	$11,257,346.43

Adopted:

_____

City Clerk

Project Name: TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16), COM PROJECT NO. 2023-2045-01

Bid Opening Date: July 30th, 2025

Required Items Checklist

The following items are required with your bid proposal in order for it to be deemed responsive. For more information, please see Invitation to Bid and Instructions to Bidders. Please fill out this checklist and acknowledge that each item is present by initialing each line. This form must be included as the first page in your bid proposal.

Note: We ask that Contractors TAB and LABEL each required item to increase efficiency at bid opening.

Initial	*Required Item*
DW	(1) Attendance at Pre-Bid Meeting
DW	(2) Correct project name and information on sealed envelope (see pg. 6)
DW	(3) Proof of required State of Alabama Contractor's License (see pg. 6)
DW	(4) Entire bound bid contract as received from consultant engineer (see pg. 4)
DW	(5) Each addendum signed and acknowledged (see City of Mobile Bid Website for links)
DW	(6) Bid Bond or Check for 5% of amount bid (max $10,000) (see pg. 5, 26)
DW	(7) DBE Subcontracting and Major Supplier Plan (form - pgs. 75-79)
DW	(8) E-Verify Affidavit (Form – pg. 90)
DW	(9) Accounting of Sales Tax form (pg. 215)
DW	(10) Federal-Aid Funded Projects (form – pg. 296)
DW	(11) UEI Documentation and SAM.gov Verification (see pg. 5, 12; form – pg. 453)
DW	(12) FFATA Disclosure Statement (form – pg. 454)
DW	(13) Proposal Form (pgs. 14-25)

Helpful reminders:

1. Each required form must be filled out correctly for the bid to be considered responsive.
2. The subcontractors on your DBE Subcontracting Plan must match the UEI and SAM.gov verification form.
3. Note all changes released in addendums, including any form replacements or updated bid contract language. Errors or omissions may result your bid being considered unresponsive.
4. Proposals must be returned on the appropriate form provided by the City of Mobile. Do not create your own proposal form.
5. Make sure the numbers on your bid form match the written version of the number. The written number will be used if there is a discrepancy.

Prepared by: Drew Windham Job Title: Project Engineer

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 49555

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

MCELHENNEY CONSTRUCTION COMPANY LLC

THEODORE, AL 36590

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

D: DEMOLITION, H/RR-S: BRIDGES, H/RR-S: CONCRETE, H/RR-S: DRAINAGE, H/RR-S: PILE DRIVING, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **April 30, 2026** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

25th day of **April, 2025**

216318

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

MOBILE
ALABAMA

CONSTRUCTION CONTRACT
TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE
FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16)

PROJECT NO. 2023-2045-01

BID DATE – July 30, 2025

Katelyn Finnorn

6/25/25

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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, July 30, 2025, and then publicly opened and read in the Commission Conference Chamber, Government Plaza, 1st Floor, for constructing:

Project No: 2023-2045-01
Project: TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16)
Project Description: Roadway Rehabilitation, Sidewalks, Signage, Striping, Signalization, Lighting, and Fence along Bridge

Use of Gender. The use of any gender herein shall be deemed or include the other genders, and the use of the singular herein shall be deemed to be or include the plural (and vice versa), wherever appropriate.

Plans and contract documents may be inspected at the office of Volkert, Inc., 1110 Montlimar Drive, Suite 1050, Mobile, AL 36609 and online at www.volkert.com beginning June 26, 2025, at 1:00 p.m. Complete digital plans and contract documents shall be purchased and obtained electronically from Volkert's website, www.volkert.com, by clicking the "BID INVITATIONS" link at the bottom of the page or from www.questcdn.com by inputting Quest project number **1201074** on the website's projects search page. Please contact QuestCDN Customer Support at (952) 233-1632 or info@questcdn.com for assistance in membership registration, downloading and working with this digital project information. A payment of $22.00 will be required to download the plans and contract documents.

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 July 21, 2025.

A Mandatory Pre-Bid Conference will be held in the Commission Conference Chamber, 1st Floor, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on July 16, 2025, at 11:00 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 (i.e. entire contract document).

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant

funding from the Gulf Coast Ecosystem Restoration Council ("RESTORE Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the RESTORE Council Financial Assistance Standard Terms and Conditions, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t) et seq., the U.S. Department of the Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart F, all applicable terms and conditions in 2 C. F. R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. Notwithstanding the above, neither ADCNR nor the RESTORE Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the RESTORE Council.

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

All bidders must make positive efforts to use small and minority owned business and women business enterprises.

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the City of Mobile, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract and shall be made by a Surety Company registered to do business in Alabama 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 2022 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 **TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16)**, City of Mobile Project No. **2023-2045-01**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES 6/25/25, 7/2/25, 7/9/25

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. BIDS SHALL REMAIN VALID FOR 90 DAYS AFTER BID OPENING.

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, 2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to 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. Bid bond shall remain valid for 90 days after bid opening.

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 as stated above and marked on the outside **"**Bid for completion of **TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16)**, City of Mobile Project No. **2023-2045-01**, 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:

Unless otherwise specified, a bidder must submit evidence that he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. 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 of Mobile.

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, or one with substantially the same wording, 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 Project Manager 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 Project Manager 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 Project Manager 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 Project Manager. 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 Project Manager 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 Project Manager 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.

22. GRANT INFORMATION:

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the Gulf Coast Ecosystem Restoration Council ("RESTORE Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the RESTORE Council Financial Assistance Standard Terms and Conditions, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t) et seq., the U.S. Department of the Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart F, all applicable terms and

conditions in 2 C. F. R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. Notwithstanding the above, neither ADCNR nor the RESTORE Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the RESTORE Council.

INFORMATION FOR BIDDERS RELATED TO RESTORE ACT FUNDING

A. MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) REQUIREMENTS: Documentation of compliance with the MBE/WBE requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence; MBE/WBE requirements and required documentation are outlined in ADCNR Required Attachments Section of the Contract Documents. Failure on the part of the contractor to submit proper documentation may cause the Owner to not execute or to terminate the contract.

B. DAVIS BACON AND RELATED ACTS: The Davis-Bacon Act and Related Acts are applicable to construction activities under this Contract. The prime contractor, all sub-contractors, and all lower-tier sub-contractors must comply with the Davis-Bacon Act (40 USC. 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"). The Contract Work Hours and Safety Standards Act (29 CFR §5.5(b)) applies to this contract and the Copeland "Anti-Kickback" Act (40 USC. 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") also applies to all work performed.
Detailed information regarding compliance with the aforementioned labor standards is included in the ADCNR Required Attachments Section of the Contract Documents.
See Attachment K of the Contract Documents for the applicable prevailing wage determination issued by the Department of Labor. The decision to award a contract or subcontract is conditioned upon the acceptance of this wage determination, which may be superseded by addendum.

C. DEBARMENT AND SUSPENSION: All Bidders must obtain a SAM registration and Unique Entity Identifier (UEI) number that is required for any entity to bid on and get paid for federal contracts or to receive federal funds. See (Provision (HJ, 2 CFR 200 Appendix II).

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 7/30/2025

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 Project Manager, as well as the premises.

Project Name: TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16)
Project No: 2023-2045-01
Project Description: Roadway Rehabilitation, Sidewalks, Striping,Signalization, Signage, Lighting, and Fence along Bridge

The Bidder further agrees to construct the improvements by August 31, 2027.

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, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted 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 via email to cody.reed@cityofmobile.org. In order to receive consideration, the request must be received before 12:00 p.m. on July 21, 2025. Any such interpretation, and/or any supplemental instructions will be mailed or delivered to all prospective bidders.

TIGER 2016 PROJECT PHASE FOUR
DR. MARTIN LUTHER KING JR AVE

City of Mobile

BASE BID UNIT PRICE BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
206C000	REMOVING CONCRETE SIDEWALK	SQUARE YARD	5420	$14.59	$79,077.80
206C010	REMOVING CONCRETE DRIVEWAY	SQUARE YARD	693	$17.16	$11,891.88
206D001	REMOVING GUARDRAIL	LINEAR FOOT	233	$5.53	$1,288.49
206D003	REMOVING CURB AND GUTTER	LINEAR FOOT	11048	$11.25	$124,290.00
206D011	REMOVING FENCE	LINEAR FOOT	466	$13.13	$6,118.58
206E001	REMOVING INLETS	EACH	59	$891.02	$52,570.18
206E003	REMOVING MANHOLES	EACH	1	$1,312.85	$1,312.85
206E008	REMOVING GUARDRAIL END ANCHOR (ALL TYPE)	EACH	7	$387.09	$2,709.63
209A000	MAILBOX RESET, SINGLE	EACH	14	$355.28	$4,973.92
210A000	UNCLASSIFIED EXCAVATION	CUBIC YARD	3860	$36.73	$141,777.80
210A000A	HYDRO-EXCAVATION FOR TREE ROOT PROTECTION	DAY	5	$4,423.93	$22,119.65
210D022	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A-2-4(0) OR A- 4(0)	CUBIC YARD	1000	$36.94	$36,940.00
305B078	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	TON	1809	$107.41	$194,304.69
401A000	BITUMINOUS TREATMENT A	SQUARE YARD	6186	$1.16	$7,175.76
405A000	TACK COAT	GALLON	1677	$8.09	$13,566.93
408A052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	SQUARE YARD	30283	$2.63	$79,644.29
424A361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	4188	$132.33	$554,198.04
424B654	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	500	$142.60	$71,300.00
424B655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	1510	$168.98	$255,159.80
424B658	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	500	$139.79	$69,895.00
430B040	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	TON	500	$81.32	$40,660.00
517A004	ORNAMENTAL HANDRAIL	LINEAR FOOT	460	$358.01	$164,684.60
530F000	VIDEO INSPECTION OF EXISTING ROADWAY PIPE	LINEAR FOOT	11393	$3.32	$37,824.76
534C000	CLEANING EXISTING MANHOLE	EACH	11	$552.99	$6,082.89
534E000	CLEANING EXISTING CULVERT (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	LINEAR FOOT	318	$22.12	$7,034.16
534E001	CLEANING EXISTING PIPE (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	LINEAR FOOT	11075	$22.12	$244,979.00
600A000	MOBILIZATION	LUMP SUM	1	$684,371.77	$684,371.77
602C000	PERMANENT EASEMENT MARKER	EACH	5	$836.99	$4,184.95
606A000	6" UNDERDRAIN PIPE	LINEAR FOOT	100	$42.24	$4,224.00
610D003	FILTER BLANKET, GEOTEXTILE	SQUARE YARD	180	$7.78	$1,400.40
618A000	CONCRETE SIDEWALK, 4" THICK	SQUARE YARD	5658	$60.83	$344,176.14
618A001	CONCRETE SIDEWALK, 6" THICK	SQUARE YARD	733	$82.95	$60,802.35
618B003	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH)	SQUARE YARD	623	$121.66	$75,794.18
618C001	DETECTABLE WARNING SURFACE	SQUARE FOOT	640	$71.89	$46,009.60
618D000	CURB RAMP	SQUARE YARD	328	$276.50	$90,692.00
620A000	MINOR STRUCTURE CONCRETE	CUBIC YARD	5	$1,437.78	$7,188.90
621C001	INLETS, TYPE B	EACH	2	$6,635.89	$13,271.78
621C015	INLETS, TYPE S1 OR S3 (1 WING)	EACH	1	$5,529.91	$5,529.91
621C017	INLETS, TYPE S1 OR S3 (2 WING)	EACH	5	$6,635.89	$33,179.45
621C018	INLETS, TYPE S2 OR S4 (2 WING)	EACH	1	$7,741.87	$7,741.87
621C030	INLETS, TYPE "SPECIAL"	EACH	49	$7,741.87	$379,351.63
621D015	INLET UNITS, TYPE S1 OR S3	EACH	2	$1,990.77	$3,981.54
621D016	INLET UNITS, TYPE S2 OR S4	EACH	1	$2,764.95	$2,764.95
621E000	MANHOLES, TYPE SPECIAL	EACH	11	$2,046.07	$22,506.77
623A000	CONCRETE GUTTER	LINEAR FOOT	2024	$55.30	$111,927.20
623B002	CONCRETE CURB, TYPE A	LINEAR FOOT	9147	$24.33	$222,546.51
623C003	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	LINEAR FOOT	1728	$30.97	$53,516.16
630A001	STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	LINEAR FOOT	320	$30.97	$9,910.40
630C079	GUARDRAIL END ANCHOR, TYPE 13 (MASH)	EACH	3	$4,423.93	$13,271.79
630C080	GUARDRAIL END ANCHOR, TYPE 20 SERIES (MASH)	EACH	4	$3,539.14	$14,156.56
637A000	FENCE RESET	LINEAR FOOT	248	$22.12	$5,485.76
650A000	TOPSOIL	CUBIC YARD	376	$51.70	$19,439.20
652A100	SEEDING	ACRE	1	$1,990.77	$1,990.77
652C000	MOWING	ACRE	2	$138.25	$276.50
654A001	SOLID SODDING (BERMUDA)	SQUARE YARD	3387	$5.53	$18,730.11
656A010	MULCHING	ACRE	1	$1,990.77	$1,990.77
665A000	TEMPORARY SEEDING	ACRE	4	$442.39	$1,769.56
665B001	TEMPORARY MULCHING	TON	12	$470.04	$5,640.48
665E000	POLYETHYLENE	SQUARE YARD	3000	$2.21	$6,630.00
665G000	SAND BAGS	EACH	100	$8.85	$885.00
665J002	SILT FENCE	LINEAR FOOT	3100	$4.53	$14,043.00
665N000	TEMPORARY COARSE AGGREGATE,ALDOT NUMBER 1	TON	50	$83.63	$4,181.50
665O001	SILT FENCE REMOVAL	LINEAR FOOT	3100	$1.66	$5,146.00
665Q002	WATTLE	LINEAR FOOT	4508	$9.95	$44,854.60
666A001	PEST CONTROL TREATMENT	ACRE	2	$276.50	$553.00
680A001	GEOMETRIC CONTROLS	LUMP SUM	1	$104,890.63	$104,890.63
701A227	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	7	$4,976.92	$34,838.44

701A230	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	3	$4,976.92	$14,930.76
701B207	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	7481	$1.11	$8,303.91
701C001	SOLID TEMPORARY TRAFFIC STRIPE	MILE	10	$995.38	$9,953.80
701E010	BROKEN TEMPORARY TRAFFIC STRIPE	LINEAR FOOT	200	$0.17	$34.00
701G146	SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE (5"WIDE)	LINEAR FOOT	1404	$5.53	$7,764.12
701G154	SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	468	$5.53	$2,588.04
701G242	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	200	$1.11	$222.00
701H000	SOLID TRAFFIC STRIPE REMOVED (PAINT)	LINEAR FOOT	940	$1.11	$1,043.40
701H005	BROKEN TRAFFIC STRIPE REMOVED (PAINT)	LINEAR FOOT	470	$0.55	$258.50
703A002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FOOT	5936	$6.08	$36,090.88
703A011	TRAFFIC CONTROL MARKINGS, CLASS W, TYPE A	SQUARE FOOT	21	$71.89	$1,509.69
703B002	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	SQUARE FOOT	67	$6.64	$444.88
703D001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FOOT	5936	$2.21	$13,118.56
703H000	SPECIALTY TRAFFIC CONTROL MARKINGS	SQUARE FOOT	788	$13.27	$10,456.76
705A030	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	EACH	17	$5.53	$94.01
705A037	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	EACH	146	$5.53	$807.38
705A038	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	EACH	39	$5.53	$215.67
710A160	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)	SQUARE FOOT	145	$26.54	$3,848.30
710A165	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND, FLUORESCENT)	SQUARE FOOT	39	$26.54	$1,035.06
710A170	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND)	SQUARE FOOT	270	$25.44	$6,868.80
710B021	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2 ", 14 GA SQUARE TUBULAR STEEL)	LINEAR FOOT	448	$18.80	$8,422.40
710C000	REMOVAL OF EXISTING ROADWAY SIGNS	LUMP SUM	1	$6,138.20	$6,138.20
730A000	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST)	LUMP SUM	1	$4,423.93	$4,423.93
730A001	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ CEDAR AVE)	LUMP SUM	1	$3,870.94	$3,870.94
730A002	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1	$7,188.88	$7,188.88
730A003	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ LIVE OAK ST)	LUMP SUM	1	$7,188.88	$7,188.88
730A004	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1	$3,539.14	$3,539.14
730A005	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1	$3,870.94	$3,870.94
730C000	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST)	LUMP SUM	1	$35,844.87	$35,844.87
730C001	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1	$29,795.15	$29,795.15
730C002	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1	$26,552.41	$26,552.41
730C003	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1	$37,540.34	$37,540.34
730E000	METAL TRAFFIC SIGNAL POLE FOUNDATION	EACH	14	$18,811.64	$263,362.96
730F000	METAL TRAFFIC SIGNAL POLE WITH 20 FT MAST ARM	EACH	1	$34,229.03	$34,229.03
730F001	METAL TRAFFIC SIGNAL POLE WITH 25 FT MAST ARM	EACH	2	$34,638.24	$69,276.48
730F002	METAL TRAFFIC SIGNAL POLE WITH 30 FT MAST ARM	EACH	2	$33,903.87	$67,807.74
730F003	METAL TRAFFIC SIGNAL POLE WITH 35 FT MAST ARM	EACH	5	$37,848.91	$189,244.55
730F004	METAL TRAFFIC SIGNAL POLE WITH 40 FT MAST ARMS	EACH	1	$38,822.17	$38,822.17
730F005	METAL TRAFFIC SIGNAL POLE WITH 25 FT AND 40 FT MAST ARMS	EACH	1	$51,016.72	$51,016.72
730F006	METAL TRAFFIC SIGNAL POLE WITH 30 FT AND 35 FT MAST ARMS	EACH	2	$50,515.72	$101,031.44
730K001	TRAFFIC SIGNAL JUNCTION BOX, TYPE S1	EACH	10	$1,216.58	$12,165.80
730K002	TRAFFIC SIGNAL JUNCTION BOX, TYPE S2	EACH	6	$2,768.27	$16,609.62
730L003	1", NON-METALLIC, CONDUIT	LINEAR FOOT	242	$16.59	$4,014.78
730L005	2", NON-METALLIC, CONDUIT	LINEAR FOOT	1286	$20.50	$26,363.00
730N000	LUMINAIRE EXTENSION ASSEMBLY,	EACH	13	$2,957.40	$38,446.20
730O115	ILLUMINATED SIGN ASSEMBLY WITH FLASHING BEACON, UTILITY POWERED	EACH	2	$25,683.11	$51,366.22
730P022	VEHICULAR SIGNAL HEAD, 12 INCH, 3 SECTION, TYPE LED	EACH	30	$1,621.37	$48,641.10
730P100	PEDESTRIAN SIGNAL HEAD, TYPE LED	EACH	10	$924.60	$9,246.00
730Q001	MISCELLANEOUS EQUIPMENT, PEDESTRIAN PUSH BUTTON (APS)	EACH	10	$1,374.74	$13,747.40
730R040	CONTROLLER ASSEMBLY, TYPE NEMA, 8 CHANNELS	EACH	4	$33,679.36	$134,717.44
730T010	ELECTRICAL POWER SERVICE ASSEMBLY WITH WOOD POLE	EACH	4	$3,563.47	$14,253.88
730U400	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N LAFAYETTE ST)	LUMP SUM	1	$55,223.88	$55,223.88
730U401	RADAR DETECTION SYSTEM (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1	$55,223.88	$55,223.88
730U402	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1	$47,383.57	$47,383.57
730U403	RADAR DETECTION SYSTEM (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1	$55,223.88	$55,223.88
730Y000	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB)	LUMP SUM	1	$30,286.20	$30,286.20
730Y001	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB)	LUMP SUM	1	$30,286.20	$30,286.20
730Y620	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1	$15,362.09	$15,362.09
730Y621	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES (APS)	LUMP SUM	1	$17,217.92	$17,217.92
730Y622	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1	$15,362.09	$15,362.09
730Y623	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES (APS)	LUMP SUM	1	$17,217.92	$17,217.92
730Y624	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1	$15,362.09	$15,362.09
730Y625	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1	$15,362.09	$15,362.09
730Y626	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1	$15,362.09	$15,362.09
730Y627	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1	$15,362.09	$15,362.09
740B000	CONSTRUCTION SIGNS	SQUARE FOOT	1564	$9.95	$15,561.80
740C000	SPECIAL CONSTRUCTION SIGNS	SQUARE FOOT	20	$13.27	$265.40
740D000	CHANNELIZING DRUMS	EACH	250	$46.45	$11,612.50
740E000	CONES (36 INCHES HIGH)	EACH	50	$17.70	$885.00
740F002	BARRICADES, TYPE III	EACH	8	$237.79	$1,902.32
740I002	WARNING LIGHTS, TYPE B	EACH	4	$71.89	$287.56
741C010	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	EACH	2	$5,308.71	$10,617.42
742A001	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	EACH	2	$17,253.32	$34,506.64

750D200	ELECTRICAL JUNCTION BOX,TYPE 1	EACH	8	$815.28	$6,522.24
750E113	CONDUIT, 1 1/4 INCH, RIGID NONMETALLIC	LINEAR FOOT	13500	$16.69	$225,315.00
750E115	CONDUIT,2 INCH,RIGID NONMETALLIC	LINEAR FOOT	230	$36.60	$8,418.00
750F024	CONDUCTOR, #6 AWG	LINEAR FOOT	40500	$3.66	$148,230.00
750F026	CONDUCTOR, #2 AWG	LINEAR FOOT	700	$9.18	$6,426.00
7501015	LIGHTING CONTROL CENTER	EACH	4	$24,868.89	$99,475.56
750Z220	ROADWAY LIGHTING	LUMP SUM	1	$219,609.42	$219,609.42
756A020	2" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	87	$38.71	$3,367.77
756A022	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	1275	$71.53	$91,200.75
756A028	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	386	$94.01	$36,287.86
SP-001	PROJECT SIGN	EACH	1	$577.99	$577.99
SP-002	STONE-THERMO-SET CROSSWALK TREATMENT	SQUARE FOOT	2156	$24.39	$52,584.84
SP-003	GREEN TRAFFIC CONTROL MARKINGS	SQUARE FOOT	13918	$18.80	$261,658.40
SP-004	CYCLE LANE SEPARATOR, ZEBRA	EACH	1480	$169.83	$251,348.40
SP-005	WORK OF SIMILAR NATURE	LUMP SUM	1	$100,000.00	$100,000.00
SUBTOTAL ROADWAY					$8,180,650.82
214B000	FOUNDATION BACKFILL, LOCAL	CUBIC YARD	2100	**$38.05**	$79,905.00
214B001	FOUNDATION BACKFILL, COMMERCIAL	CUBIC YARD	150	**$131.06**	$19,659.00
260A003	CEMENT MORTAR FLOWABLE BACKFILL, MIX 4	CUBIC YARD	115	$352.71	$40,561.65
305B078	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	TON	1225	$76.36	$93,541.00
424A361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	460	$180.54	$83,048.40
424B655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	735	$158.54	$116,526.90
641A514	1 INCH COPPER WATER SERVICE LINE LAID	LINEAR FOOT	1094	$75.27	$82,345.38
641A540	3 INCH P.E. WATER SERVICE LINE LAID	LINEAR FOOT	150	$64.45	$9,667.50
641A682	6 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	LINEAR FOOT	213	$163.57	$34,840.41
641A684	8 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	LINEAR FOOT	66	$187.78	$12,393.48
641A744	4 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	32	$164.94	$5,278.08
641A746	6 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	4339	$84.21	$365,387.19
641A748	8 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	700	$136.12	$95,284.00
641A752	12 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	1020	$120.56	$122,971.20
641A756	16 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	774	$172.52	$133,530.48
641C500	DUCTILE IRON FITTINGS	POUND	13787	$17.04	$234,930.48
641D500	FIRE HYDRANT	EACH	13	$7,244.59	$94,179.67
641J516	6 INCH GATE VALVE WITH BOX	EACH	61	$2,462.37	$150,204.57
641J518	8 INCH GATE VALVE WITH BOX	EACH	4	$3,481.61	$13,926.44
641J522	12 INCH GATE VALVE WITH BOX	EACH	5	$5,180.90	$25,904.50
641J526	16 INCH GATE VALVE WITH BOX	EACH	4	$12,744.96	$50,979.84
641L500	CONCRETE FOR WATER MAINS (THRUST BLOCKS)	CUBIC YARD	56	$640.07	$35,843.92
641M510	4 INCH RETAINER GLAND	EACH	3	$241.81	$725.43
641M512	6 INCH RETAINER GLAND	EACH	414	$192.56	$79,719.84
641M514	8 INCH RETAINER GLAND	EACH	41	$354.73	$14,543.93
641M518	12 INCH RETAINER GLAND	EACH	50	$387.64	$19,382.00
641M522	16 INCH RETAINER GLAND	EACH	74	$606.99	$44,917.26
641N510	6 INCH X 6 INCH ANCHOR TEE	EACH	8	$2,023.34	$16,186.72
641N520	8 INCH X 6 INCH ANCHOR TEE	EACH	2	$2,924.91	$5,849.82
641N540	12 INCH X 6 INCH ANCHOR TEE	EACH	2	$3,341.06	$6,682.12
641N560	16 INCH X 6 INCH ANCHOR TEE	EACH	1	$4,058.61	$4,058.61
641O520	8 INCH X 8 INCH TAPPING VALVE AND SLEEVE	EACH	2	$7,153.49	$14,306.98
641O596	16 INCH X 16 INCH TAPPING VALVE AND SLEEVE	EACH	2	$31,915.61	$63,831.22
641P520	1 INCH SERVICE TAP	EACH	43	$1,742.68	$74,935.24
641P530	2 INCH SERVICE TAP	EACH	1	$2,869.40	$2,869.40
641R515	1 INCH WATER METER AND BOX RESET	EACH	42	$623.13	$26,171.46
641S500	VALVE BOX RESET	EACH	10	$613.32	$6,133.20
641W504	4" INSERTION VALVE	EACH	1	$12,732.24	$12,732.24
641W506	6" INSERTION VALVE	EACH	16	$15,071.06	$241,136.96
641W508	8" INSERTION VALVE	EACH	2	$18,667.69	$37,335.38
641W516	16" INSERTION VALVE	EACH	1	$86,428.28	$86,428.28
641X500	CONNECTION TO EXISTING WATER SYSTEM	EACH	6	$5,378.73	$32,272.38
645E524	6 INCH P.V.C. STACKS AND LATERALS	LINEAR FOOT	300	$65.87	$19,761.00
645K500	MANHOLE FRAME AND COVER RESET	EACH	30	$1,230.84	$36,925.20
649A560	24" STEEL ENCASEMENT-TYPE 1	LINEAR FOOT	20	$479.22	$9,584.40
SUBTOTAL MAWSS WATER MAIN RELOCATION					$2,757,398.16
BASE BID GRAND TOTAL					$10,938,048.98

TIGER 2016 PROJECT PHASE FOUR
DR. MARTIN LUTHER KING JR AVE

City of Mobile

BID ALTERNATE UNIT PRICE BID SCHEDULE

730L004	2", METALLIC, CONDUIT	LINEAR FOOT	240	$244.76	$58,742.40
730L005	2", NON-METALLIC, CONDUIT	LINEAR FOOT	6136	$17.37	$106,582.32
750D203	ELECTRICAL JUNCTION BOX,TYPE 4	EACH	41	$2,517.78	$103,228.98
756A022	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	625	$81.19	$50,743.75
BID ALTERNATE GRAND TOTAL					$319,297.45

TIGER 2016 PROJECT PHASE FOUR
DR. MARTIN LUTHER KING JR AVE

City of Mobile

BASE BID UNIT PRICE BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
206C000	REMOVING CONCRETE SIDEWALK	SQUARE YARD	5420		
206C010	REMOVING CONCRETE DRIVEWAY	SQUARE YARD	693		
206D001	REMOVING GUARDRAIL	LINEAR FOOT	233		
206D003	REMOVING CURB AND GUTTER	LINEAR FOOT	11048		
206D011	REMOVING FENCE	LINEAR FOOT	466		
206E001	REMOVING INLETS	EACH	59		
206E003	REMOVING MANHOLES	EACH	1		
206E008	REMOVING GUARDRAIL END ANCHOR (ALL TYPE)	EACH	7		
209A000	MAILBOX RESET, SINGLE	EACH	14		
210A000	UNCLASSIFIED EXCAVATION	CUBIC YARD	3860		
210A000A	HYDRO-EXCAVATION FOR TREE ROOT PROTECTION	DAY	5		
210D022	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A-2-4(0) OR A- 4(0)	CUBIC YARD	1000		
305B078	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	TON	1809		
401A000	BITUMINOUS TREATMENT A	SQUARE YARD	6186		
405A000	TACK COAT	GALLON	1677		
408A052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	SQUARE YARD	30283		
424A361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	4188		
424B654	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	500		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
424B655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	1510		
424B658	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	500		
430B040	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	TON	500		
517A004	ORNAMENTAL HANDRAIL	LINEAR FOOT	460		
534C000	CLEANING EXISTING MANHOLE	EACH	11		
534E000	CLEANING EXISTING CULVERT (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	LINEAR FOOT	318		
534E001	CLEANING EXISTING PIPE (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	LINEAR FOOT	11075		
600A000	MOBILIZATION	LUMP SUM	1		
602C000	PERMANENT EASEMENT MARKER	EACH	5		
606A000	6" UNDERDRAIN PIPE	LINEAR FOOT	100		
610D003	FILTER BLANKET, GEOTEXTILE	SQUARE YARD	180		
618A000	CONCRETE SIDEWALK, 4" THICK	SQUARE YARD	5658		
618A001	CONCRETE SIDEWALK, 6" THICK	SQUARE YARD	733		
618B003	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH)	SQUARE YARD	623		
618C001	DETECTABLE WARNING SURFACE	SQUARE FOOT	640		
618D000	CURB RAMP	SQUARE YARD	328		
620A000	MINOR STRUCTURE CONCRETE	CUBIC YARD	5		
621C001	INLETS, TYPE B	EACH	2		
621C015	INLETS, TYPE S1 OR S3 (1 WING)	EACH	1		
621C017	INLETS, TYPE S1 OR S3 (2 WING)	EACH	5		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
621C018	INLETS, TYPE S2 OR S4 (2 WING)	EACH	1		
621C030	INLETS, TYPE "SPECIAL"	EACH	49		
621D015	INLET UNITS, TYPE S1 OR S3	EACH	2		
621D016	INLET UNITS, TYPE S2 OR S4	EACH	1		
621E000	MANHOLES, TYPE SPECIAL	EACH	11		
623A000	CONCRETE GUTTER	LINEAR FOOT	2024		
623B002	CONCRETE CURB, TYPE A	LINEAR FOOT	9147		
623C003	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	LINEAR FOOT	1728		
630A001	STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	LINEAR FOOT	320		
630C079	GUARDRAIL END ANCHOR, TYPE 13 (MASH)	EACH	3		
630C080	GUARDRAIL END ANCHOR, TYPE 20 SERIES (MASH)	EACH	4		
637A000	FENCE RESET	LINEAR FOOT	248		
650A000	TOPSOIL	CUBIC YARD	376		
652A100	SEEDING	ACRE	1		
652C000	MOWING	ACRE	2		
654A001	SOLID SODDING (BERMUDA)	SQUARE YARD	3387		
656A010	MULCHING	ACRE	1		
665A000	TEMPORARY SEEDING	ACRE	4		
665B001	TEMPORARY MULCHING	TON	12		
665E000	POLYETHYLENE	SQUARE YARD	3000		
665G000	SAND BAGS	EACH	100		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
665J002	SILT FENCE	LINEAR FOOT	3100		
665N000	TEMPORARY COARSE AGGREGATE,ALDOT NUMBER 1	TON	50		
665O001	SILT FENCE REMOVAL	LINEAR FOOT	3100		
665Q002	WATTLE	LINEAR FOOT	4508		
666A001	PEST CONTROL TREATMENT	ACRE	2		
680A001	GEOMETRIC CONTROLS	LUMP SUM	1		
701A227	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	7		
701A230	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	3		
701B207	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	7481		
701C001	SOLID TEMPORARY TRAFFIC STRIPE	MILE	10		
701E010	BROKEN TEMPORARY TRAFFIC STRIPE	LINEAR FOOT	200		
701G146	SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE (5"WIDE)	LINEAR FOOT	1404		
701G154	SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	468		
701G242	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	200		
703A002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FOOT	5936		
703A011	TRAFFIC CONTROL MARKINGS, CLASS W, TYPE A	SQUARE FOOT	21		
703B002	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	SQUARE FOOT	67		
703D001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FOOT	5936		
703H000	SPECIALTY TRAFFIC CONTROL MARKINGS	SQUARE FOOT	788		
705A030	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	EACH	17		
705A037	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	EACH	146		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
705A038	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	EACH	39		
710A160	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)	SQUARE FOOT	145		
710A165	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND, FLUORESCENT)	SQUARE FOOT	39		
710A170	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND)	SQUARE FOOT	270		
710B021	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2 ", 14 GA SQUARE TUBULAR STEEL)	LINEAR FOOT	448		
710C000	REMOVAL OF EXISTING ROADWAY SIGNS	LUMP SUM	1		
730A000	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST)	LUMP SUM	1		
730A001	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ CEDAR AVE)	LUMP SUM	1		
730A002	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1		
730A003	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ LIVE OAK ST)	LUMP SUM	1		
730A004	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1		
730A005	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1		
730C000	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST)	LUMP SUM	1		
730C001	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1		
730C002	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1		
730C003	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1		
730E000	METAL TRAFFIC SIGNAL POLE FOUNDATION	EACH	14		
730F000	METAL TRAFFIC SIGNAL POLE WITH 20 FT MAST ARM	EACH	1		
730F001	METAL TRAFFIC SIGNAL POLE WITH 25 FT MAST ARM	EACH	2		
730F002	METAL TRAFFIC SIGNAL POLE WITH 30 FT MAST ARM	EACH	2		
730F003	METAL TRAFFIC SIGNAL POLE WITH 35 FT MAST ARM	EACH	5		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
730F004	METAL TRAFFIC SIGNAL POLE WITH 40 FT MAST ARMS	EACH	1		
730F005	METAL TRAFFIC SIGNAL POLE WITH 25 FT AND 40 FT MAST ARMS	EACH	1		
730F006	METAL TRAFFIC SIGNAL POLE WITH 30 FT AND 35 FT MAST ARMS	EACH	2		
730K001	TRAFFIC SIGNAL JUNCTION BOX, TYPE S1	EACH	10		
730K002	TRAFFIC SIGNAL JUNCTION BOX, TYPE S2	EACH	6		
730L003	1", NON-METALLIC, CONDUIT	LINEAR FOOT	232		
730L005	2", NON-METALLIC, CONDUIT	LINEAR FOOT	1281		
730N000	LUMINAIRE EXTENSION ASSEMBLY,	EACH	13		
730O115	ILLUMINATED SIGN ASSEMBLY WITH FLASHING BEACON, UTILITY POWERED	EACH	2		
730P022	VEHICULAR SIGNAL HEAD, 12 INCH, 3 SECTION, TYPE LED	EACH	30		
730P100	PEDESTRIAN SIGNAL HEAD, TYPE LED	EACH	11		
730Q001	MISCELLANEOUS EQUIPMENT, PEDESTRIAN PUSH BUTTON (APS)	EACH	11		
730R040	CONTROLLER ASSEMBLY, TYPE NEMA, 8 CHANNELS	EACH	4		
730T010	ELECTRICAL POWER SERVICE ASSEMBLY WITH WOOD POLE	EACH	4		
730U400	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N LAFAYETTE ST)	LUMP SUM	1		
730U401	RADAR DETECTION SYSTEM (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1		
730U402	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1		
730U403	RADAR DETECTION SYSTEM (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1		
730Y000	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB)	LUMP SUM	1		
730Y001	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB)	LUMP SUM	1		

730Y620	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y621	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES (APS)	LUMP SUM	1		
730Y622	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y623	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES (APS)	LUMP SUM	1		
730Y624	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y625	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y626	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
740B000	CONSTRUCTION SIGNS	SQUARE FOOT	1564		
740C000	SPECIAL CONSTRUCTION SIGNS	SQUARE FOOT	20		
740D000	CHANNELIZING DRUMS	EACH	250		
740E000	CONES (36 INCHES HIGH)	EACH	50		
740F002	BARRICADES, TYPE III	EACH	8		
740I002	WARNING LIGHTS, TYPE B	EACH	4		
741C010	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	EACH	2		
742A001	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	EACH	2		
750D200	ELECTRICAL JUNCTION BOX,TYPE 1	EACH	8		
750E113	CONDUIT, 1 1/4 INCH, RIGID NONMETALLIC	LINEAR FOOT	13500		
750E115	CONDUIT,2 INCH,RIGID NONMETALLIC	LINEAR FOOT	230		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
750F024	CONDUCTOR, #6 AWG	LINEAR FOOT	40500		
750F026	CONDUCTOR, #2 AWG	LINEAR FOOT	700		
750I015	LIGHTING CONTROL CENTER	EACH	4		
750Z220	ROADWAY LIGHTING	LUMP SUM	1		
756A020	2" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	87		
756A022	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	1275		
756A028	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	386		
SP-001	PROJECT SIGN	EACH	1		
SP-002	STONE-THERMO-SET CROSSWALK TREATMENT	SQUARE FOOT	2156		
SP-003	GREEN TRAFFIC CONTROL MARKINGS	SQUARE FOOT	13918		
SP-004	CYCLE LANE SEPARATOR, ZEBRA	EACH	1480		
SUBTOTAL ROADWAY					
214B000	FOUNDATION BACKFILL, LOCAL	CUBIC YARD	2100		
214B001	FOUNDATION BACKFILL, COMMERCIAL	CUBIC YARD	150		
260A003	CEMENT MORTAR FLOWABLE BACKFILL, MIX 4	CUBIC YARD	115		
305B078	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	TON	1225		
424A361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	460		
424B655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	735		
641A514	1 INCH COPPER WATER SERVICE LINE LAID	LINEAR FOOT	1141		
641A540	3 INCH P.E. WATER SERVICE LINE LAID	LINEAR FOOT	150		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
641A682	6 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	LINEAR FOOT	176		
641A684	8 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	LINEAR FOOT	66		
641A744	4 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	32		
641A746	6 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	4352		
641A748	8 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	700		
641A752	12 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	1015		
641A756	16 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	967		
641C500	DUCTILE IRON FITTINGS	POUND	13757		
641D500	FIRE HYDRANT	EACH	10		
641J516	6 INCH GATE VALVE WITH BOX	EACH	51		
641J518	8 INCH GATE VALVE WITH BOX	EACH	2		
641J522	12 INCH GATE VALVE WITH BOX	EACH	5		
641J526	16 INCH GATE VALVE WITH BOX	EACH	4		
641L500	CONCRETE FOR WATER MAINS (THRUST BLOCKS)	CUBIC YARD	56		
641M510	4 INCH RETAINER GLAND	EACH	2		
641M512	6 INCH RETAINER GLAND	EACH	388		
641M514	8 INCH RETAINER GLAND	EACH	41		
641M518	12 INCH RETAINER GLAND	EACH	48		
641M522	16 INCH RETAINER GLAND	EACH	74		
641N510	6 INCH X 6 INCH ANCHOR TEE	EACH	6		
641N520	8 INCH X 6 INCH ANCHOR TEE	EACH	2		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
641N540	12 INCH X 6 INCH ANCHOR TEE	EACH	2		
641O520	8 INCH X 8 INCH TAPPING VALVE AND SLEEVE	EACH	2		
641O596	16 INCH X 16 INCH TAPPING VALVE AND SLEEVE	EACH	2		
641P520	1 INCH SERVICE TAP	EACH	44		
641P530	2 INCH SERVICE TAP	EACH	1		
641R515	1 INCH WATER METER AND BOX RESET	EACH	43		
641S500	VALVE BOX RESET	EACH	9		
641W504	4" INSERTION VALVE	EACH	1		
641W506	6" INSERTION VALVE	EACH	16		
641W508	8" INSERTION VALVE	EACH	2		
641W516	16" INSERTION VALVE	EACH	1		
641X500	CONNECTION TO EXISTING WATER SYSTEM	EACH	6		
645K500	MANHOLE FRAME AND COVER RESET	EACH	30		
SUBTOTAL MAWSS WATER MAIN RELOCATION					
BASE BID GRAND TOTAL					

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BID ALTERNATE UNIT PRICE BID SCHEDULE					
730L004	2", METALLIC, CONDUIT	LINEAR FOOT	240		
730L005	2", NON-METALLIC, CONDUIT	LINEAR FOOT	6136		
750D203	ELECTRICAL JUNCTION BOX,TYPE 4	EACH	41		
756A022	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	625		
BID ALTERNATE GRAND TOTAL					

Total Project Bid

Total Base Bid (All base bid items listed in Proposal) $10,938,048.98

Written in words Ten Million Nine Hundred Thirty Eight Thousand Forty-Eight Dollars and Ninety Eight Cents

Total Bid Alternate (All bid alternate items listed in Proposal) $319,297.45

Written in words Three Hundred Nineteen Thousand Two Hundred Ninety Seven Dollars and Forty-Five cents

Number of calendar days to complete 730

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder McElhenney Construction Co. LLC
(If a Corporation)

By _____
President

Josh McElhenney
Print

Business Address PO Box 1409 Theodore AL 36590

_____
Secretary

Josh McElhenney
Print

Business Address PO Box 1409 Theodore AL 36590

_____
Treasurer

Business Address PO Box 1409 Theodore AL 36590

(Corporate Seal)

ATTEST: _____
Secretary

Name of Statue under the Laws of which The Corporation was chartered: Alabama

AL-49555
State License Number
Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That McElhenney Construction Company, LLC
(Name of Contractor)
3835 Gordon John Drive, Mobile, AL 36693
(Address)
as Principal, and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(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 make, 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 **TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16), City of Mobile Project No. 2023-2045-01.**

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)
McElhenney Construction Company, LLC
By: (Contracting Firm)

Witness as to Principal By: (SEAL)
Western Surety Company (Name of Surety)

COUNTERSIGNED:
Billie Jo Sanders, Attorney-in-Fact
Alabama Resident Agent By
Billie Jo Sanders

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of July, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we McElhenney Construction Company, LLC 3835 Gordon John Drive, Mobile, AL 36693 as Principal and Western Surety Company 151 N. Franklin Street, Chicago, IL 60606 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Eleven Million, Two Hundred Fifty Seven Thousand, Three Hundred Forty Six & 43/100 Dollars ($ 11,257,346.43) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20___ (hereinafter called the Contract) for TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16), which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this 7 day of August 2025.

Individual Principals sign here

In the presence of:

_____ (SEAL)

_____ (Print)

_____ (SEAL)

_____ (Print)

_____ (SEAL)

_____ (Print)

(Corporate Name) McElhenney Construction Company, LLC

BY: _____
(Signature)

ATTEST: Kelly McElhenney
(Signature)

Josh McElhenney
(Print)

Kelly McElhenney (Print) ITS: President
(Title)

ITS: Vice President

(Surety sign here) (Corporate name) Western Surety Company

BY: _____
(Signature)

ATTEST:

Billie Jo Sanders
(Print)

Connie Smith
(Signature)

ITS: Attorney-in-Fact
(Title)

Connie Smith (Print)

ITS: Witness

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we McElhenney Construction Company, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
(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 Eleven Milion, Two Hundred Fifty Seven Thousand, Three Hundred Forty Six & 43/100 dollars ($ 11,257,346.43), 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 _____, 20__, entered into a Contract with the Owner for TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16), which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this 7 day of August 2025.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(PRINT)

(Corporate Name)

McElhenney Construction Company, LLC

BY: _____

(Signature)

ATTEST:

Kelly McElhenney

(Signature)

Josh M'Elhenney

(Print)

Kelly McElhenney (Print)

ITS: President

(Title)

ITS: Vice President

(Title)

(Surety sign here) (Corporate name)

Western Surety Company

BY: _____

(Signature)

ATTEST:

Billie Jo Sanders

(Print)

ITS: Attorney-in-Fact

(Title)

Connie Smith

(Signature)

Connie Smith (Print)

ITS: Witness

(Title)

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of , 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

INSTRUCTIONS

1. The full name (given, initial, surname) and residence of each individual party to the Bond must be inserted in the first paragraph.

2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named), and all partners must execute the Bond as individuals.

3. The State of Incorporation of each corporate party to bond must be inserted in the first paragraph, and the Bond must be executed under the Corporate Seal of each party attested by its Secretary or other appropriate Officer.

4. The date of the Bond must not be prior to the date of the Contract.

5. All bonds must be originals.

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

CITY OF MOBILE SPECIAL PROVISIONS:

Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition, shall be amended by the addition of the following City of Mobile Special Provision Sections:

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. Programs and Project Management and/or 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 Programs and Project Management and/or Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

   b. Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

   c. Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and

modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

d. The Owner reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile 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, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the Programs and Project Management. This maintenance for a one-year period shall be provided with no additional compensation.

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc.

required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The 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.

14. 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.

15. 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.

16. 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).

17. 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).

18. 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.]

19. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

20. 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).

21. 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.

22. 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.

23. 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.

24. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will

monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

25. 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.

26. 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.

27. Project limits shall be kept clean of trash, garbage, and construction debris at all times. Contractor must provide on site trash cans and/or a dumpster for any trash and garbage generated by the construction team (e.g. bottles, cans, takeaway containers, etc.), and regularly emptied to prevent overflow. If good housekeeping practices are deemed unacceptable, the Engineer reserves the right to cease all construction activities until the site has been deemed acceptable. Contractor's monthly estimates will not be processed for payment until the Engineer deems that the entire project limits are free of trash, garbage, and construction debris.

28. 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.

29. 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.

30. 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.

31. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

32. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

33. 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.

35. 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.

36. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

37. The Contractor shall notify property owners, identified by the City, prior to construction. Notifications shall be approved by Programs and Project Management Department prior to the Contractor notifying the property owners. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

38. 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.

39. 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.

40. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

41. 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. Work/payment may be halted by the City Project Manager, until control measures are properly addressed. Contractor shall be held for any resulting delays.

42. There shall be NO adjustment to fuel or asphalt index for this project.

43. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

42. a. 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.

43. a. 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 accessed 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.

44. Working hours will be limited to standard working hours (7:00 am – 5:00 pm) and shall adhere to City Municipal Code Chapter 39 Article 4. All working times, closures, etc., will be coordinated with the Programs and Project Management Department.

45. Contractor shall make every effort to take adequate measure protect existing trees in the construction area.

46. Workmen shall wear reflectorized vests, shirts or jackets.

47. Prior to construction, the Contractor shall provide the Engineer his proposed schedule/sequence of construction in a Gantt Chart for the Engineer's approval.

48. 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 and an updated schedule with each invoice and with final closeout documents.

49. Basis of Award: The City of Mobile has a limited amount budgeted for work on this project. The City will compare the bid prices received for work on the project to the budgeted amount and make an award to the lowest responsive and responsible bidder.The Basis of Award to the lowest responsive and responsible bidder will be for the following:

    a. The Base Bid Items

50. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

51. 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.

52. Tack coat shall be emulsified asphalt, trackless tack, shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

53. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

54. 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.

55. 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.

56. 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.

57. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

58. 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.

59. 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.

60. 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.

61. Gutter cleaning will be a subsidiary obligation to pay items 424A-361 and 424B-655.

62. 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 _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and_____, 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: TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16)
Project No: 2023-2045-01
Project Description: Roadway Rehabilitation, Sidewalks, Signage, Striping, Signalization, Lighting, and Fence along Bridge

City of Mobile Project Number **2023-2045-01**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$** _____) 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,

Alabama Department of Transportation Standard Specifications for Highway Construction 2022 edition, 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 Volkert, 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", 2022 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

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 acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(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) This contract is funded, in part, through the sub award agreement for Grant Number S1P28-OMCS between the Alabama Department of Conservation and Natural Resources and the City of Mobile, through the Resources and Ecosystem Sustainability, Tourist Opportunities, Revived Economies of the Gulf Coast States Act of 2012 (RESTORE ACT). This contract is also funded through the State of Alabama Metropolitan Planning Organization (MPO) and the City of Mobile.

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.

NON-DISCRIMINATION REQUIREMENTS:

(29) No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. Statutory Provisions
   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
   b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
   c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
   d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
   e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"}, prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
   f. Any other applicable non-discrimination law(s).

2. Regulatory Provisions
   a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
   b. Treasury Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;
   c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. Other Provisions
   a. Parts II and Ill of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of§§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C. F.R. § 60-l.4(b), 1991).
   b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations
   Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-l(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers
   In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract {including the competition for or negotiation of a contract) or grant:
   a. A Member of Congress or a representative of a committee of Congress;
   b. An Inspector General;
   c. The Government Accountability Office;
   d. A Treasury employee responsible for contract or grant oversight or management;
   e. An authorized official of the Department of Justice or other law enforcement agency;
   f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

GOVERNING LAW AND VENUE:

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

E-BUILDER:

(31) The City utilizes eBuilder as its project management system. E-Builder is a secure data collection site: https://app.e-build r.net Firms, including CONTRACTORS, shall use e- Builder as an essential component to project management with the City of Mobile.

RECORDS RETENTION REQUIREMENTS:

(32) The contractor must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the contractor has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors and subcontractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;
b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;
c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;
d. All financial and accounting records, including records of disbursements to

contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;

e. Any reports, publications, and data sets from any research conducted under this Award.

(33) If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

(34) If the contractor is authorized to enter into contracts to complete the approved scope of work, the contractor must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

(35) If the contractor is authorized to make subawards, the contractor must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE:

(36) Access to Records

i. The Treasury, the Treasury Office of Inspector General, and the Government Accountability Office-have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

ii. Contractor must make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Access to the Recipient's Sites

(37) The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

TERMINATION FOR "CAUSE" AND "CONVENIENCE" CLAUSE:

(38) For Cause

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and Surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

(39) For Convenience

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

NOTICE OF AWARD AND NOTICE TO PROCEED:

(40) The award of the Contract, if it is to be awarded, will be by the Owner to the lowest responsible Bidder whose Proposal shall comply with all the requirements necessary to render it formal. The successful Bidder will be notified by letter, mailed to the address shown on his Proposal, that his bid has been accepted and that he has been awarded the Contract. Award will be made within 90 days after bids are received unless otherwise stated in the Special Provisions. This period may be extended if mutually agreeable to Owner and Contractor.

The Owner, before awarding the Contract, may require a reviewed financial statement. If, in the opinion of the Owner, this statement does not justify the award, the Owner reserves the right to reject the low bid. The reviewed financial statement shall contain, as a minimum, a review of financial statements including performing inquiry and analytical procedures that provide the Owner with a reasonable basis for expressing limited assurance that there are not material modifications that should be made to the statements in order for them to be in conformity with generally accepted accounting principles or, if applicable, with any other comprehensive basis of accounting. The financial statement shall be submitted within 10 days of the Owner's request.

Should it be necessary to eliminate part of the Work in order to award the Contract within the funds available for construction, the Owner reserves the right to designate the portion of the Work to be omitted. The amount of deduction will be determined by multiplying the quantity of items omitted by the unit price or lump sum bid for such items, or by negotiation.

The Contract shall be signed by the successful Bidder and returned to the Engineer with satisfactory Contract Bonds within 10 days after the date of Notice of Award.

CHANGE ORDERS:

(41)

A. Extra Work as herein before defined, when authorized and accepted will be paid for in accordance with the following:

1. The Contractor shall submit to the Owner or its authorized representative a written agreement for the Work to be done and basis of payment (lump sum, force account or unit price), and submit the same to the Owner for authorization to perform such Extra Work.

a. When Extra Work is authorized to be paid for on a lump sum basis, the Contractor shall compute the percentage done each month and submit with the monthly estimate, a detail sheet showing this percentage and the amount due.

b. When Extra Work is authorized to be paid for on a unit price basis, the Contractor shall include on each monthly estimate the amount of Work done that month.

c. When Extra Work is authorized to be paid for on a Force Account basis, the Contractor shall furnish itemized statements to the Engineer of the cost of all Force Account work, which shall include a certified copy of the weekly payroll and original receipted bills for all materials used and freight charges paid on same, provided that where materials used are not specifically purchased for use on Extra Work but are taken from the Contractor's stock, the Contractor shall submit an affidavit of the quantity, price, and freight on such materials in lieu of original bills and invoices, which affidavit must be approved by Engineer.

B. With each monthly estimate on Work paid for on a Force Account basis, the Contractor shall submit in duplicate a detailed statement showing the following:

1. Name, class, date, number of hours worked each day, total hours, rate and extension for each laborer and foreman engaged.

2. Designation, number of hours worked each day, total hours, rental rate and extension for each truck, and unit of machinery engaged.

3. Quantity of materials, price and extension.

4. Freight on materials.

5. When the Extra Work is complete, the cost of Property Damages, Liability, Worker's Compensation and Unemployment Insurance.

C. All Extra Work done by Force Account will be paid for in the following manner:

1. For all labor, and foreman in direct charge of the specific work, the Contractor shall receive the current local rate of wage, to be agreed upon in writing before beginning work, for each and every hour that said labor, teams and foreman are actually engaged in such work; to which shall be added an amount equal to 10 percent thereof. No allowance shall be made for general superintendent and use of small tools and ordinary equipment.
2. For the cost of Property Damage, Liability, Worker's Compensation and Unemployment Insurance required for Force Account Work, the Contractor shall receive the actual cost to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.
3. For materials, the Contractor shall receive the actual cost of such material delivered to the Work, including the freight charges, as shown by original receipted bills; to which shall be added an amount equal to 10 percent of the sum thereof.
4. For any machinery or special equipment other than small tools, including pertinent fuel and lubricants, which it may be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental price to be agreed upon in writing before such work is begun, for the time that such equipment is in use on the Work and to which sum no percentage shall be added.
5. No Extra Work will be paid for unless unit prices or wages have been agreed upon in writing before such work is started.
   The compensation as above provided in 1, 2, 3, and 4 shall be accepted by the Contractor as payment in full for Extra Work done on a Force Account basis including superintendence, general expense, overhead, use of tools and equipment for which no rental is allowed, Contract Bonds and profit.

EQUAL EMPLOYMENT:

(42) **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.

INDEMNIFICATION

(43) 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.

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: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____

_____(Print)

_____(Print)

McElhenney Construction Co., LLC.

_____

CONTRACTOR: **(IF CORPORATION)**

_____(Print)

BY: _____

ITS PRESIDENT

Josh M'Elhenney (Print)

ATTEST:

ITS SECRETARY

Kelly McElhenney (Print)

Corporate Seal

_____

DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Josh McElhenney, whose name is signed to the foregoing instrument in the capacity of President of McElhenney Forest Co. LLC 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 7th day of August, 2025

Ellen Reese Coombs

NOTARY PUBLIC My Commission Expires:

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 12/12/2027

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

1. **PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

   (a) If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

   (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 *LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

   The ENGINEER reserves the right, with approval from the Project Manager, 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.

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-D *BORROW EXCAVATION (SELECT BACKFILL) (A-6 OR A-7)*, 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. **SECTION 210, EXCAVATION AND EMBANKMENT SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

210.01 Description

All excavation covered in this section will be classified as "Unclassified Excavation", "Muck Excavation", "Channel Excavation", “Hydro-Excavation” or "Borrow Excavation", as described in this Section.

210.02 Materials

(a) General

All excavation within the right of way or easement limits will be known as Roadway and Drainage Excavation and will be classified as "Unclassified Excavation", "Muck Excavation", "Channel Excavation" or “Hydro-Excavation”.

(b) Roadway and Drainage Excavation

4. Hydro-Excavation.

Hydro-Excavation shall consist of the excavation of all materials of whatever character encountered in the work required as directed by the Engineer near existing trees to remain, i.e. tree roots.

210.09 Method of Measurement

(a) General

Measurement for Hydro-Excavation will be by the day per Hydro-X pay rates.

210.10 Basis of Payment

(c) Payment will be made under Item No.:

210-A00A Hydro-Excavation for Tree Root Protection – per day

6. 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.

7. ITEM 654-A SOLID SODDING:

659-A.01 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.02 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.

8. ITEM 740-X. TRAFFIC CONTROL PLAN AND IMPLEMENTATION

740 X.01 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 X.02 Materials

All materials shall conform to the appropriate Section of the 2022 ALDOT Standard Specifications for Highway Construction.

740 X.03 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.

9. ITEM SP-002 STONE-THERMO-SET CROSSWALK TREATMENT TO BE ADDED

SP-002 General

This Supplemental Specification is based on the Paveway Stone-Thermo-Set (STS) proprietary system. This system or approved equal does not appear on the ALDOT Approved Materials List but has been approved for use on this project and shall be used as noted in the plans.

SP-002 Objective

Paveway Stone-Thermo-Set (STS®) is a proprietary system protected by trade secret. Originally developed as a brick paver alternative for roadway surfaces. The alternative was

sought due to the substantial installation time, cost, and undesirable maintenance considerations of brick pavers.

SP-002 Description

As a product, Paveway STS® will provide a durable, skid resistant surface for pedestrian safety, traffic calming influences and aesthetic value while adhering to ADA guidelines. Some of the applications of STS® include, but are not limited to: crosswalks, intersections, sidewalks, speed humps, school zones, parking areas, bike lanes, store fronts, neighborhood and business entryways, driveways, handicap ramps.

As a system, Paveway STS® can be applied to sound asphalt or concrete surface, new or old. The repeatability of the installation process allows consistent appearance and performance on either substrate. The use of Paveway Systems Inc. certified installers assures that every installation is within the Paveway guidelines and that solutions for all installation variables are available and followed. Certified installation also provides rapid installations with minimal disruption to traffic patterns.

Installation Experience: One or more installation crew members or supervisor will be a Paveway Systems, Inc. Certified Installer possessing a minimum of 100,000 Sq. Ft. of installation experience and a current employee of Paveway Systems, Inc. as required by the manufacturer. Certification of installation experience will be provided upon request.

SP-002 Materials

The STS® overlay system is a group of proprietary components consisting of a binder material, aggregate and an optional stencil used to create patterns. The overlay system is formulated to provide flexibility in the system without any sacrifice of the hardness, chemical resistance or strength of the system.

The proprietary binder material is a reactive thermosetting polymer formulated to provide a simple volumetric ratio of two components such as one to one or two to one by volume and shall be free from any fillers or volatile solvents. Flexibility shall be by interaction of elastomers to chemically link in the process of curing so that the flexibility of the molecule is least affected during the low temperature conditions that are confronted in actual use.

The proprietary aggregate provides the color for the system and is topped and imbedded into the binder through the installation process. Aggregate used for all layers are angular in form, non-friable, non-polishing, clean and free from dirt and surface moisture. High polished stone value aggregate should have a nominal size ranging from .04 mils to .125 mils and Mohs Hardness minimum of 6.0-7.0.

The optional stencil used to create patterns in the overlay must be consistent, repeatable and maintain geometric accuracy over the installation field. Patterns are manufactured to size per the project plans.

The aggregate color and stencil pattern must be selected and approved by the project owner or owners' representative when contracting for installation of the Paveway STS® system.

Load Bearing Capabilities of the Overlay System: The cured overlay system shall exhibit the following load bearing capacity. At approximately 20% strain, the binder shall retain at least 85% of its original load bearing strength (tensile stress) as per ASTM D-638.

Complete all utility, traffic loop detector, and other items requiring a cut and installation under the finished surface, prior to pattern installation. Do not apply overlay courses over modular joints, metal expansion joints, or expansion joint seals.

SP-002 Construction Methods

Equipment

Equipment shall consist of no less than an automated or manual mixing system and application squeegee approved by Paveway Systems. The binder distribution method shall accurately blend the binder, and uniformly apply the materials at a specified rate in such a manner as to evenly cover 100% of the work area. Aggregated distribution can be any broadcast method that does disrupt the positioning of the stencil material and can be done quickly enough to allow infusion of aggregate into the binder.

Surface Preparation

Concrete Substrates: Concrete substrate must cure a minimum of 28 days prior to application. Clean the entire surface by shot blasting, scarifying, diamond grinding or other means to remove asphaltic material, oils, dirt, rubber, curing compounds, paint carbonation, laitance, weak surface mortar and other potentially detrimental materials that may interfere with the bonding or curing of the overlay. Acceptable cleaning is usually recognized by a significant change in the color of the concrete and mortar, and the beginning exposure of coarse aggregate particles. Mortar, that is sound and soundly bonded to the coarse aggregate, shall have open pores due to cleaning to be considered adequate for bond. Remove all dust and other loose material. Care shall be taken and methods used to collect the excess material and limit loss to the environment. The surface shall be completely dry prior to the application of the concrete overlay.

Asphalt Substrates: Asphalt substrates must cure a minimum of 14 days prior to application. Remove stones, dirt, rubber, paint and other potentially detrimental materials that may interfere with the bonding or curing of the overlay. Surface preparation is to be done mechanically, not chemically. Means of mechanic surface preparation include brooms, high powered blower, oil-free compressed air, pressure washing (with appropriate drying time) or diamond grinding. Heating an asphalt substrate with the intention to soften the surface is not allowed although heating for the purposes of drying the surface may be allowed so long as the asphalt cement is unaffected.

SP-002 Application

If chosen as part of the project, the stencils are aligned and joined together using appropriate adhesives. The stencils must be placed over the intended installation area to create a consistent and accurate pattern. Areas adjacent to installation area, such as curb gutters, must be masked off prior to application of binder. After the binder has been mixed, it shall be immediately applied to the surface with a squeegee to a uniform thickness. Care should be taken to keep the binder from flowing outside the intended installation area. Aggregate shall be broadcast to completely cover the binder and excess aggregate removed. Once the surface appears uniform, the pattern stencils can be removed and disposed of.

Traffic or equipment shall not be permitted on the overlay surface during the curing period. The cure time is typically three hours but can vary plus or minus several hours as the

material cure rate is temperature dependent.

Upon full cure, sweep, scrape or vacuum the area aggressively to remove any remaining loose aggregate as a final cleanup.

Paveway Systems Inc. will, upon request, provide certification that the patterned/textured pavement was installed in accordance with the Paveway Systems specifications.

SP-002 Restrictions

Paveway STS® shall not be placed when weather or surface conditions are such that the material cannot be properly handled, placed, spread and cured within the specified requirements of traffic control. The temperature of the surface and all binder and aggregate components shall be 55°F or above at the time of application. Overlay shall not be applied if the air temperature is expected to drop below 55°F, or when high temperatures would cause the gel time to be less than 10 minutes. The surface shall be dry prior to the application of STS®.

SP-002 Performance

Upon request, Paveway Systems Inc. will provide historical test data from an independent source verifying that the patterned/textured pavement installed in accordance with the specifications and procedures has been tested in accordance with the ASTM E-274, Skid Resistance of Paved Surfaces using a standard ribbed full Scale Tire at a speed of 40 mph (FN40R), and has a minimum FN40R value of 35 for a minimum of three years.

The textured surface must maintain a depth of 50% of the original installed depth and width during the warranty period.

Wearing of the material coating shall not expose more than 15% of the underlying surface area during the warranty period.

SP-002 Method of Measurement

Stone-Thermo-Set Crosswalk Treatment will be measured in square feet of the finished surface dimensions of the area treated.

SP-002 Basis of Payment

This item shall be paid for on the basis of the contract unit price per square foot for crosswalk treatment, which price shall be full compensation for all labor, equipment, surface preparation, pre-treatment, material, and incidentals necessary to satisfactorily complete the items as specified.

Payment will be made under:

Item SP-002 Stone-Thermo-Set Crosswalk Treatment – per square foot

10. SP-003 BIKE PATH MARKINGS

SECTION 703, *TRAFFIC CONTROL MARKINGS AND LEGENDS*, SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

Section 703.03 Construction Requirements

(c) PERMANENT TRAFFIC MARKINGS AND LEGENDS – GREEN TRAFFIC CONTROL MARKINGS (BIKE MARKINGS)

Green Traffic Control Markings (Bike Markings) shall meet the requirements of Permanent Markings and Legends but shall be GREEN in color. Samples of green color shades shall be submitted to the City for selection of the actual color to be used.

Section 703.04 Method of Measurement

The area of Green Traffic Control Markings (Bike Markings) (SP-003) complete in place and accepted will be the sum of the areas shown on the plans for each marking and legend constructed within the required placement tolerance.

Section 703.05 Basis of Payment

The accepted square feet of Green Traffic Control Markings (Bike Markings), Item SP-003, measured as provided above, will be paid for at the contract unit price bid which shall be full compensation for the item complete in place and includes the cleaning of the pavement, furnishing and applying the markings or legends, and for all materials, equipment, tools labor and incidentals necessary to complete the work.

PAYMENT WILL BE MADE UNDER ITEM NO.:

Item SP-003 Green Traffic Control Markings (Bike Markings) – per square foot

11. SP-004 CYCLE LANE SEPARATOR

SECTION 707, *DELINEATORS AND OBJECT MARKERS*, SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

Section 707.02 Materials

Cycle lane separators do not appear on the ALDOT Approved Materials List but have been approved for use on this project and shall be furnished as noted in the plans.

Section 707.03 Construction Requirements

(a) Delineator Installations

7. Cycle Lane Separator

A cycle lane separator shall be installed according to the manufacturer's recommendations.

Section 707.04 Method of Measurement

Cycle lane separators will be measured per each for the number installed. There will be no measurement of separators that the contractor must install to replace any that are damaged or missing.

Section 707.05 Basis of Payment

(a) Unit Price Coverage

The number of separators ordered and accepted, measured as noted above, will be

paid for at the unit price for installation. This price shall include the separator, anchors, hardware, and all materials, equipment, tools, labor, and incidentals necessary to complete the work.

(b) Payment will be made under Item No,:

Item SP-004 Cycle Lane Separator, Zebra – per Each

12. SECTION 641 *WATER LINE* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

Section 641.01 – Description. The following paragraphs shall be added:

All water main related construction shall be in accordance with the standards and specifications of the Mobile Area Water and Sewer System, the Alabama Department of Transportation, applicable OSHA regulations, and local ordinances. The most stringent shall govern. Payment will be made according to the Alabama Department of Transportation Specifications, 2022 and as modified within these special provisions.

All water main related construction shall be in accordance with the MAWSS Standard Specifications Section 11 – Water Mains, latest revision, and as included in their Appendix B – Water Line Construction Details, latest edition.

Section 641.03 – Construction Requirements. 641.03(a) General. The following paragraph shall be added:

Existing Water System: The Contractor shall protect, maintain, and keep in service all existing water lines and service connections during construction operations on the new water lines. Any existing lines cut or damaged shall be repaired immediately and the service restored on the existing lines.

641.03(a)1: Water Pipe. Revise the fifth paragraph to read:

All Ductile iron sewer pipe and fittings shall be wrapped in polyethylene sheath meeting AWWA C105.

The following paragraphs shall be added:

Restrained Joint Pipe:

Restrained joint for ductile iron pipe shall be as specified in MAWSS Standard Specifications.

Restrained Joint Fittings for PVC Pipe:

Where restrained joint fittings are required with PVC water pipe, ductile iron fittings shall be used in lieu of PVC and restrained joint retainer glands shall be required to restrain a minimum of one full joint of PVC to the ductile iron fitting.

641.03(a)3: Valves. The following paragraphs shall be added:

Tapping Valves and Sleeves:

Tapping Valves and Sleeves shall be in accordance with MAWSS standard specifications

and shall be on the Board's list of approved materials and manufacturers.

Insertion Valves:

Insertion valve shall be by Team or Mueller.

Corporation and Curb Stops:

Curb stops where required or directed, shall be suitable for service piping, rated for 300 psi, and on Board's list of approved materials and manufacturers.

641.03(a)4. Retainer Gland. The following paragraph shall be added as:

Restraint Retainer glands shall be manufactured by EBAA or approved equal.

641.03(c): Laying

The third paragraph shall be revised to require a minimum cover of 36 inches unless noted otherwise.

641.03(e): Backfilling

Refer to Mobile Area Water and Sewer System's Standard Specifications Section 15 – Backfilling for all standards, requirements and incidentals.

641.03(f): Connection to Existing Water System. The following paragraphs shall be added:

Corporation stop outlets required for testing and chlorination of new water mains will be furnished and installed by the Owner. The Contractor shall perform all excavation, backfill, removing and replacing pavement and incidentals necessary for installations of corporation stop outlets. Contractor shall contact the Owner during regular working hours at least 72 hours in advance to coordinate a schedule for providing the various taps or outlets for the respective projects.

Section 641.04 – Method of Measurement. The following paragraphs shall be added:

641.04(o): Insertion Valves

An Insertion Valve will be measured per each installed, complete and in-place.

641.04(p): Connection to Existing Water System

A Connection to Existing Water System will be measured per each direct connection to the existing water system complete and in-place without the use of Tapping or Insertion Valves.

Section 641.05 – Basis of Payment. The following paragraphs shall be added:

641.05(a)17: Insertion Valves

An insertion valve and sleeve shall be paid for at the contract unit price which shall be payment for all labor, materials, equipment and incidentals necessary to purchase and install, prepare the site for installation which includes but not limited to excavation, bedding, coordination with the Owner and City, temporary sheeting or shoring, dewatering, disinfection, testing, compaction, cleanup work and all other incidentals and appurtenances required for satisfactory completion of work as specified.

641.04(a)18: Connection to Existing Water System

The unit price bid for this item shall be compensation in full for furnishing all labor, material, equipment and incidentals necessary for one (1) each (ea) connection to the existing water system. Payment for this item shall include any necessary sleeve and required megalugs, couplings or adapter to make the connection to the water main. Payment for this item shall include coordination with the owner to utilize existing water valves to shut the line off. Connections shall be completed during off peak hours to minimize service interruptions.

641(b): Payment Will Be Made Under Item No.:

641W – Insertion Valve – per each

641X – Connection to Existing Water System – per each

13. SECTION 645 SANITARY SEWERS SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

Section 645.01 – Description. The following paragraphs shall be added:

All sanitary sewer related construction shall be in accordance with the standards and specifications of the Mobile Area Water and Sewer System, the Alabama Department of Transportation, applicable OSHA regulations, and local ordinances. The most stringent shall govern. Payment will be made according to the Alabama Department of Transportation Specifications, 2022 and as modified within these special provisions.

All sanitary sewer related construction shall be in accordance with the MAWSS Standard Specifications Section 12 - Sanitary Sewer, latest revision, and as included in their Appendix C - Sanitary Sewer Construction Details, latest edition.

Section 645.03 – Construction Requirements

645.03(a)1: Sanitary Sewer. Revise the sixth paragraph to read:

All ductile iron sewer pipe and fittings shall be wrapped in polyethylene sheath meeting AWWA C105.

The following paragraphs shall be added:

The installation of all ductile iron pipe shall be in accordance with the latest publications by the Ductile Iron Pipe Research Association (DIPRA) and ANSI/AWWA C-600.

Ductile Iron Pipe Marking:

Marking of ductile iron pipe shall include the pressure rating, metal thickness, net weight of pipe without lining, length of pipe, name of manufacturer and letters “DI” which shall be clearly marked on each length of pipe.

Ductile Iron Pipe Internal Lining:

All ductile iron pipe used for sanitary sewer shall be epoxy-lined with either Permox CTF or Tnemec 431 Perma-Shield PL.

SSO And Unpermitted Discharge Prevention:

Sanitary Sewer Overflows (SSOs) and unpermitted discharges of wastewater to the environment are a violation of Federal and State laws, as well as a breach of this Contract. The Contractor and associated subcontractors, vendors, and other entities and persons chosen to complete this Work shall not, through act or omission, discharge untreated wastewater to the environment or cause wastewater to back up into a building. The Contractor hereby agrees to indemnify the Owner if the Owner is assessed penalties or fines, receives regulatory actions, or has claims, actions, or suits filed against it by any person or entity as a result of SSOs or unpermitted discharges caused by act or omission of the Contractor and/or any entity or person performing Work in the Contractor's behalf under this Contract. The Contractor shall reimburse the Owner for all damages, losses, penalties, fines, judgments, interest, costs, and expenses of every nature incurred by the Owner, including but not limited to reasonable attorney's fees, arising from or associated with each SSO or unpermitted discharge. In addition, the Contractor shall pay the following penalties to the Owner for SSOs and unpermitted discharges caused by the Contractor or any entity or person performing Work in the Contractor's behalf, regardless of whether such SSOs or discharges reach waters of the State.

Estimated Volume Spilled	Penalty Amount
0 to 10,000 gallons	$1,000
10,001 to 25,000 gallons	$2,000
25,001 to 50,000 gallons	$2,500
50,001 to 150,000 gallons	$3,000
More than 150,000 gallons	$6,000

REPORTING SSOs AND UNPERMITTED DISCHARGES

The Contractor shall immediately report any unpermitted discharges and sanitary sewer overflows (SSOs), including, but not limited to, manhole overflows, lift station overflows, sewer line breaks, and collection system by-pass spills, to the Engineer, if applicable, or Owner. The Contractor must record all unpermitted discharges or SSOs on the Contractor SSO/Unpermitted Discharge Reporting Form which is located in the Owner's Standard Specifications Appendix N. The Owner will file an SSO Report with ADEM upon receiving notification of the SSO. The Contractor shall also clean the area impacted by the SSO and mitigate any damages to the environment or public health resulting from the spill.

If the Contractor does not properly report an unpermitted discharge or sanitary sewer overflow and the overflow is learned of by other means, the Contractor shall pay the Owner $5,000.

The Contractor causing the unpermitted discharge may be named in any regulatory and public notifications regarding the spill.

14. SECTION 649 ENCASEMENT PIPE FOR UTILITIES SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

The following paragraphs shall be added:

All related construction shall be in accordance with the standards and specifications of the Mobile Area Water and Sewer System, the Alabama Department of Transportation, applicable OSHA regulations, and local ordinances. The most stringent shall govern. Payment will be made according to the Alabama Department of Transportation Specifications, 2022 and as modified within these special provisions.

All related construction shall be in accordance with the MAWSS Standard Specifications Section 17 – Encasement Pipe, revised June 2019.

Section 649.05 – Basis of Payment

(a) Unit Price Coverage

Delete the current paragraph and replace it with the following paragraph:

Payment for this item shall include, but is not limited to encasement installation, excavating, welding, backfilling, spacers, end seals, linings, coatings, coordination with the City of Mobile and ALDOT, temporary sheeting or shoring, dewatering, testing, compaction, support/protection of existing utilities, cleanup work, and all other incidentals and appurtenances required for completion of Work as shown, specified, or directed by the Engineer, except items for which separate unit prices are quoted. The carrier pipe shall be paid for under its respective pay item no. Any damage to the existing structures or any other structure or property shall be repaired or replaced at the Contractor's expense.

15. SECTION 853 SANITARY SEWER PIPE, MANHOLES, AND APPURTENANCES SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

Section 853.11: Concrete for Miscellaneous Sewer Construction. The following paragraph shall be added:

The minimum compressive strength required at 28 days is 3,000 pounds per square inch. Field specimens and laboratory tests shall be made in accordance with the standards of the American Society of Testing Materials. The minimum amount of water shall be used to produce a workable mix and shall not exceed 6 U.S. gallons per sack of cement. The slump shall range between 2 and 5 inches.

16. SECTION 863 WATER PIPE, FIRE HYDRANTS, VALVES, AND APPURTENANCES SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

Section 863.01: Ductile Iron Water Pipe. The following sentences shall be added:
The exterior of the pipe shall receive a zinc coating applied to a mass of 200 g/m2 of pipe surface conforming to ISO 8179 along with an approved bituminous top coating. Design pressure classes shall be as follows: 4"- 12" diameter shall be Class 350 ,14" – 24" diameter shall be Class 250, and 30" – 54" diameter shall be Class 150.

Section 863.02: Ductile Iron Fittings. Delete the paragraph and replace it with the following:
Ductile iron fittings shall be mechanical joint except where noted otherwise on the Plans and/or Specifications and shall be installed using ductile iron restraining glands or rings. Approved glands for this purpose will be a restraining ring (wedge action) gland. Fittings shall be suitable for use at 350 psi (3–16 inch) and 250 psi (18-48 inch) of working pressure and shall conform to AWWA C110 or to AWWA C153. Fittings shall be cement mortar lined

and the exterior coated with zinc applied to a mass of 200 g/m2 of pipe surface conforming to ISO 8179 along with an approved bituminous top coating, in accordance with AWWA C104. Compact ductile iron fittings meeting AWWA C153 may be furnished. Installation shall be in strict conformance with the pipe manufacturer's recommendations.

Section 863.04: Poly (Vinyl Chloride) (PVC) Plastic Pipe. The following sentences shall be added:

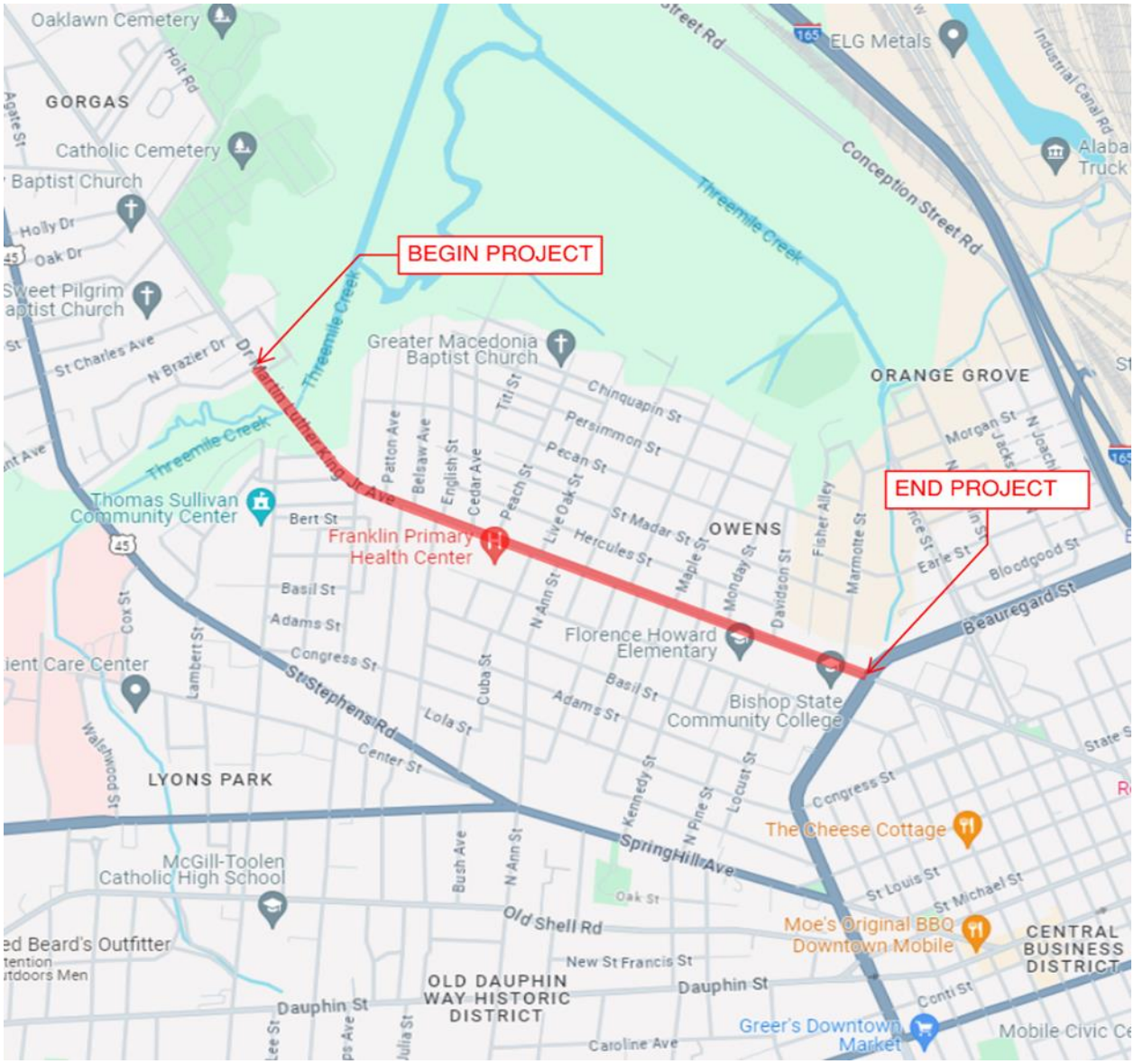
Greater than 14" through 36" Diameter (C905) – Polyvinyl chloride (PVC) plastic pipe in sizes greater than 12" diameter shall conform to the requirements of AWWA C905, "Polyvinyl Chloride (PVC) Pressure Pipe 14" Through 36" and shall be a minimum pressure rating of 235 with a Standard Dimension Ratio of 18 or heavier.

Written certification accompanied by a copy of test results, that the pipe and pipe material has been sampled, tested, and inspected as required in AWWA C900 or AWWS C905 shall be provided.

Marking on C900 pipe shall include the following, spaced at intervals of not more than 5 feet:

i. Normal size and OD bore
ii. PVC
iii. Dimension Ratio
iv. AWWA Pressure Class
v. AWWA designation C900 or C905
vi. Manufacturer's name or trademark and production code
vii. National Sanitation Foundation (NSF) seal

ATTACHMENT “A”
LOCATION



VICINITY MAP

ATTACHMENT “B”

CONTRACTOR’S INSURANCE CERTIFICATIONS

MCELCON-01 KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/7/2025

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

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

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Kirsten Crosby PHONE (A/C, No, Ext): (334) 386-3968 FAX (A/C, No): E-MAIL ADDRESS: kcrosby@turnerfirst.com
INSURED McElhenney Construction Co., LLC P.O. Box 1409 Theodore, AL 36590	INSURER A : Zurich American Insurance Co. — 16535 INSURER B : Scottsdale Insurance Co. — 41297 INSURER C : Transguard Insurance Company of America — 28886 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Included X Contractual Liab Inc GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	GLO3538202-03	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL Aggregate	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAP3538203-03	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	XLS2007499	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC3538201-03	7/1/2025	7/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased/Rented			IMP4001354-02	7/1/2025	7/1/2026	$2,500 Ded/Per Item	400,000
C	Scheduled Equipment			IMP4001354-02	7/1/2025	7/1/2026	$2,500 deductible	

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

Dr. Martin Luther King Jr Ave from Northwest of Butchers Lane to Beauregard St
City of Mobile Project No. 2023-2045-01
TIGER-F AUP-4917(250)

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

CERTIFICATE HOLDER

City of Mobile
9th Floor South Tower
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

David J Durden

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ATTACHMENT “C”

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, 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, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	McElhenney Construction Company, LLC
Address	3835 Gordon John Dove, Mobile, AL 36609
Telephone	251-973-0030
E-Mail	drew@mcelhenneyconst.com

RFP/RFQ Solicitation Number	2023-2045-01
Project Description	Roadway Rehabilitation, Sidewalks, Signage, Striping, Signalization, Lighting, Fence along Bridge
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 34 Female 4 Minority 13 Non-minority 25 Vets —
	Total #of Employees 38

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Drew Windham

Signature: [signature] Date: 7/30/2025

Title: Project Engineer

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: Drew Windham Title: Project Engineer

E-mail:_ Phone: drew@mcelhenneyconst.com

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, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid #2023-2045-01 Your Bid/Proposal Amount $ 10,938,048.98 Date: 7 / 30 / 2025

Description: Roadway Rehabilitation, Sidewalks, Drainage, Striping, Signalization, Lighting, Foss Along Bridge

Name of Bidder/Proposer: McElhenney Construction Company, LLC

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Smith Industrial Services	248-1964	Pipe Clean/Video	287,539.00	2.6%	No	
Bennett Construction, LTD	382-6536	Concrete	1,364,063.00	12.47%	Yes	
Coastal Environmental	510-1469	Erosion Control	94,717.00	0.87%	Yes	
Bagby & Russell	443-5902	Traffic Signal	1,631,965.44	14.77%	No	
Inline	510-4413	Roadway Lighting	822,252.00	7.44%	No	
C & H Construction Services	721-1754	Guardrail & Traffic Control	129,565.00	1.17%	No	
Renfroe, Hillards, & Co	680-5891	Striping	373,605.00	3.38%	No	
Innovative Contracting Services	214-490-4427	Hauling	200,000.00	1.83%	Yes	

Page 3 of 5
Subcontractor/Supplier Plan

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: McElhenney Construction Company, LLC

Contact Person: Drew Windham Phone 251-978-0089 Email drew@mcelhenneyconst.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
✓		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
✓		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
✓		**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
✓		**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
✓		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

✓		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively
✓		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
✓		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN	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

HR-DBE
Revised 06-08-2011

Date: 7/30/2025

Letting Date: 7/30/2025

BIDDER'S LIST OF QUOTERS

In accordance with 49 CFR Part 26.11, the Alabama Department of Transportation will establish its State Disadvantaged Business Enterprise (DBE) goal using Bidders' Lists of Quoters. These Bidders' Lists of Quoters will be used to determine the relative availability of DBE's and Non-DBE's. Each Bidder's List of Quoters is a compilation of quoters who have submitted quotes to the Bidder during the advertising period. Subsequent to notification as Apparent Low Bidder, the Bidder must submit an **updated** Form HR-DBE prior to award of contract. Form HR-DBE will accompany Form OE-110 (DBE Utilization Plan) if appropriate.

Each time Form HR-DBE is submitted to the Department, the Bidder shall list the quoters for the project, using additional sheets if necessary. The listing shall include EACH quoter's name, business location, telephone number and whether or not the quoter is an Alabama certified DBE. **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE BID NON-RESPONSIVE AND THE BID MAY BE REJECTED.**

The term "quoter" shall include all subcontractors, manufacturers, and suppliers of materials.

BIDDER'S NAME: McElhenney Construction Company, LLC PROJECT NUMBER: 2023-2045-01 COUNTY: Mobile

Quoter's Name	*Address*	*Telephone Number*	*DBE/Non-DBE*
Smith Industrial Services	2001 W I-65 Service Rd N. Mobile, AL 36618	251-243-1964	Non
Bennett Construction, LTD	2445 Claiborne Dr. W. Semmes, AL 36575	251-423-7764	Yes
Coastall Environmental	30411 Mill Ln, Suite 6. #2046 Spanish Fort, AL 36527	251-510-1469	Yes
Bagley & Russell	P.O. Box 849, Theodore, AL 36590	251-443-5902	No
Inline	5535 Business Parkway, Theodore, AL 3582	251-510-4413	No
C&H Construction Services	P.O. Box 2252 Daphne, AL 36526	251-721-1754	No
Renfroe, Hilbert & Co.	11045 Old HWY 31 Spanish Fort, AL 36527	251-680-5881	No
Innovative Contracting Services	852 Springhill Ave. Mobile, AL	214-490-4027	Yes

Form OE-110
Revised 12-2018

Alabama Department of Transportation
Disadvantaged Business Enterprise (DBE) Utilization Plan

Original ☒
Revised ☐

Project Number: _____ Contractor Name: _____

County: _____ Address: _____

Letting Date: _____

Percent DBE Utilization Required: _____ Contract Amount: _____

DBE Firm Name & Certification Number	Type of Firm[3]	Pay Item No.	Description of Work (include quantities and subcontract unit prices ***OR*** list the type of work and attach additional pages for details)	Joint[4] Checks	Dollar Amount
Name: Cert. Number:					
Name: Cert. Number:					
Name: Cert. Number:					
Name: Cert. Number:					
Name: Cert. Number:					
Name: Cert. Number:					

Instructions:

1. This plan must be submitted within 5 calendar days of the letting date.
2. The plan must indicate the contractor will meet the DBE goal noted in the proposal or documentation of good faith efforts must be attached.
3. Type of Firm – Contractor, Supplier, or Manufacturer
4. If joint checks will be used with a DBE Firm, indicate with "Yes" in the box and attach a copy of the applicable joint check agreement.

Total Dollar Amount to DBEs: $ 0.00

Required Dollar Amount of DBE Utilization: null

ALDOT Approval: _____

Date: _____

Project Number: _____

County: _____

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Form DBE-11
Revised 12-2016

ALABAMA DEPARTMENT OF TRANSPORTATION
Certification of Actual Payments to DBE Firms

Project No.: _____

County: _____

1. The undersigned prime contractor on the above referenced Federal Aid Project No. hereby certifies that full payment was made, or will be made within five (5) calendar days after final payment, to the DBE firm listed for work performed and/or materials furnished under this project's contract as follows:

   DBE Firm Name: _____

   was or will be paid $ _____

   Note: this amount does / does not include gross receipts tax and bond.
   (circle one) (circle if applicable)

   This certification is made under Federal and State laws concerning false statements. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three (3) years from the final acceptance date.

   If the DBE Subcontractor/Supplier works for a Non-DBE Subcontractor under the Prime Contractor, the Non-DBE Subcontractor must also complete the form.

Prime Contractor	Non-DBE Subcontractor
By: _____ signature	signature
Name: _____ please print	please print
Title: _____	
Date: _____	

2. The undersigned subcontractor/supplier for the above named project hereby certifies that payments were received, or are due to be received as stipulated above.

   _____
   DBE Subcontractor/Supplier

   By: _____
   signature

   Name: _____
   please print

   Title: _____

   Date: _____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Josh M'Elhenney (affiant) who, being duly sworn says as follows:

President/CEO of M'Elhenney Construction, 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 for MCC 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 M'Elhenney Const. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 709831.

CEO of M'Elhenney Const. Co.

Sworn to and subscribed before me this the 30th day of JULY, 2025

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

Signature and Seal of Notary Public

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 12/12/2027

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and McElhenney Construction Company, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. 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.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. 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 mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify 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.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information 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)). 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.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. 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 provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

Approved by:

Employer McElhenney Construction Company, LLC	
Name (Please Type or Print) Josh R McElhenney	**Title**
Signature Electronically Signed	**Date** 09/10/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 09/10/2013

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	McElhenney Construction Company, LLC
Company Facility Address	3926 Harmony Ridge Circle East Semmes, AL 36575
Company Alternate Address	PO Box 2584 Semmes, AL 36575
County or Parish	MOBILE
Employer Identification Number	320414254
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Josh R McElhennev
Phone Number	2519730030
Fax	
Email	josh@mcelhennevconst.com

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

This list represents the first 20 Program Administrators listed for this company.

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. 2023-2045-01
TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16)

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Oner 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 PAYMENTS OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2023-2045-01
TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE
FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16)

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 of his property might in any way be held responsible.

EXCEPTION: (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 of final acceptance.

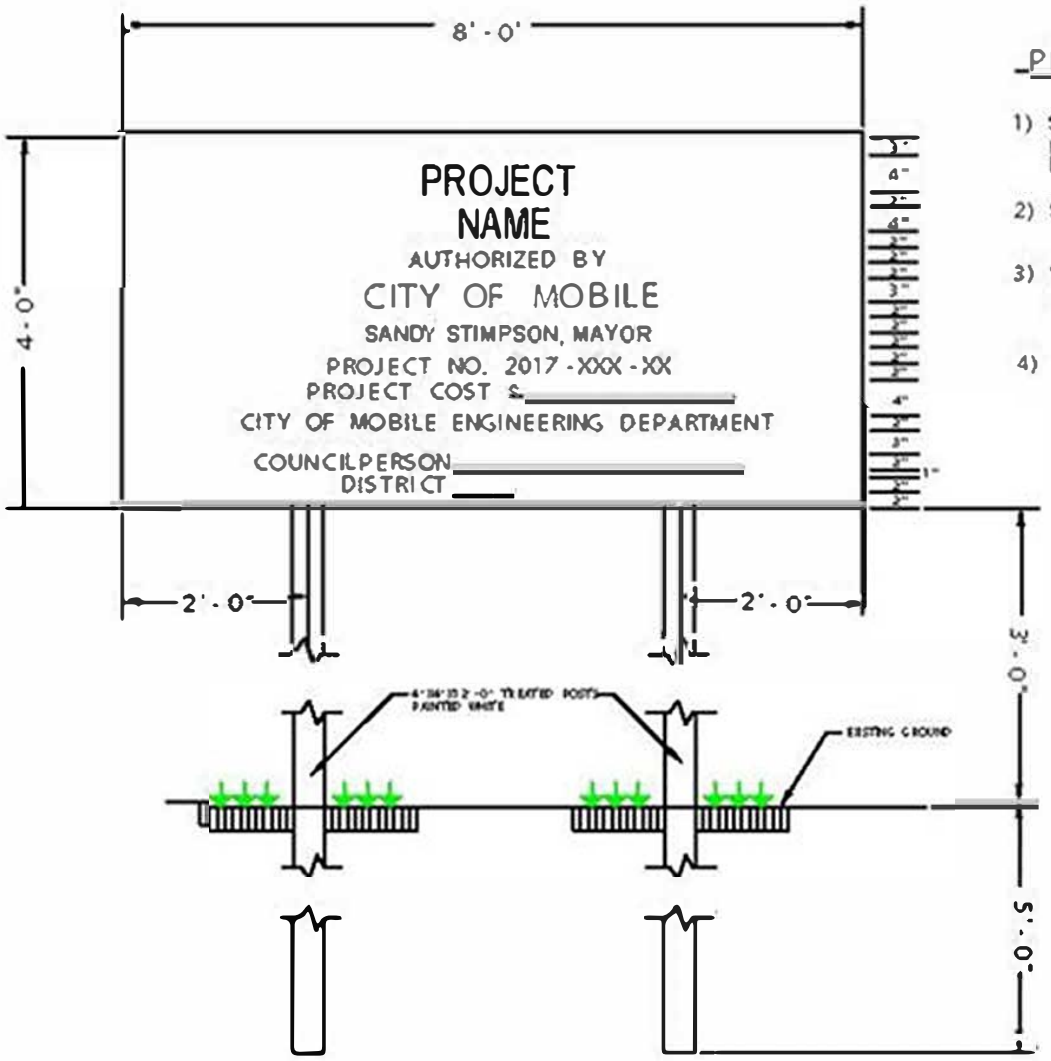
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

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”

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 and MUST INCLUDE: This project was paid for (in part) with Federal funding from the RESTORE Council under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf States Act of 2012 (RESTORE Act).

ATTACHMENT “F”

GEOTECHNICAL REPORTS

ALABAMA
DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX (251) 473-3624

Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

March 23, 2024

Mr. Thomas W. Goodman, Jr., P.E.
Local Transportation Engineer - Mobile
Alabama Department of Transportation
1701 1-65 West Service Road North
Mobile, Alabama 36618-1109

Attention: Mr. Goodman

Dear Sir:

RE: Soils Survey and Materials Report

Project No.: TIGER-FAUP-4917(250)
Phase IV Tiger Grant Dr. Martin Luther King Jr Ave from Butchers Ln to Beauregard Street
Mobile County

This office has reviewed the final copy of the Soils Survey and Materials Report per the submittal procedures and concurs with the report (dated 04.01.24) and addendum 1, submitted April 19, 2024.

Should there be any questions, or if additional information is needed concerning the aforementioned project, please contact this office.

Sincerely,

Matthew J. Ericksen, P.E., Region Engineer

By: Edward L. Baldwin AT

Edward L. Baldwin, P.E.
Materials Engineer - Mobile

Attachments
MJE/ELB/apt
C: File

L4000 Meadow Lake Drive
Suite 121
Birmingham, AL 35242
+1 (205) 733-7600

wsp.com

April 01, 2024

TRANSMITTED VIA EMAIL

Ms. Katelyn Finnorn, P.E.
Project Manager
Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

Telephone No.: (251) 342-1070 (ext. 1336)
Email: Katelyn.Finnorn@volkert.com

Subject: **Soil Survey and Materials Report - Addendum I**
TIGER-FAUP-4917(250) Phase IV
ALDOT Charge No. 4338-STATO-10006564-1
ALDOT Letting Date: May 2024
Dr. Martin Luther King Jr Avenue from Butchers Lane to Beauregard Street (SR-16) Phase IV
Station 29+72.52 (DR. MLK JR AVE) to Station 99+51.51 (DR. MLK JR AVE)
Mobile, Mobile County
WSP Project Number No. 7382-23-4132

Ms. Finnorn,

WSP USA Environment & Infrastructure, Inc. (WSP USA, f/k/a Wood Environment & Infrastructure Solutions, Amec Foster Wheeler Environment & Infrastructure, Inc.) is pleased to submit this Addendum l to the Soil Survey and Materials Report for the proposed Grade, Drain, Base, and Pave project along Dr. Martin Luther King, Jr Avenue in Mobile, Mobile County. Addendum I is issued in response to the request from Mr. Drew Davis, P.E., Vice President of the East Gulf Region Alabama, and Design Manager for Volkert, Inc. to address the proposed pavement buildup. We recommend Addendum l be inserted into Section 5 of WSP Soil Survey and Materials Report, dated August 2009. Our services were performed in general accordance with our Proposal No. PROP23BIRM-028 Rev A dated May 12, 2023, and approved by Volkert, Inc. by issuing and signing an agreement for professional services between Volkert, Inc. and WSP USA, Inc on October 4, 2023.

If you have any questions about the information presented in this report, please contact us at (205) 980-6402. We look forward to serving you as your geotechnical consultant on the remainder of this project and future projects.

Sincerely,

WSP USA Environment & Infrastructure, Inc.

Medhat M. Abdalla, P.E.
Associate Engineer
Licensed, Alabama 28265

Thuy Trieu, P.E.
Geotechnical Engineer
Licensed, AL 52761

ALABAMA LICENSED No. 28265 PROFESSIONAL ENGINEER MEDHAT M. ABDALLA

04.01.2024

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APPENDIX A

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Pavement Design
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Figure A-6: Typical Pavement Sections (Sheet No.2A)
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Figure A-8: Cross Section–Open Cut for The Installation of Storm Sewer Roadway Pipe
Table A-1 Pavement Coring Data (from original report, dated February 28, 2018)
Pavement Photographs and Core Photographs

APPENDIX B

Table B-1 Summary of Laboratory Soil Classification Tests
Additional Laboratory Test Results

APPENDIX C

Boring Location Plan/Aerial (D-16 to D-20) (from original report, dated February 28, 2018)
Test Boring Record Sheets (Six Sheets) (from original report, dated February 28, 2018)

APPENDIX D

GBA Information Sheet

Note: The section numbers used in this addendum correspond to the section numbers used in our Soil Survey and Materials Report, dated February 28, 2018.

5 PAVEMENT DESIGN

5.1 GENERAL

Mr. Davis with Volkert, Inc. indicated that the existing width of Dr. Martin Luther King, Jr. Avenue between Beauregard Street to Three Mile Creek Bridge will remain unchanged and the updated road design include restriping to show less vehicular lanes and include bike lanes and on-street parking. Based on the plans provided by Volkert, Inc., the existing asphaltic concrete pavement structure along Dr. Martin Luther King, Jr. Avenue is to be milled and overlaid with bituminous concrete. The proposed pavement design cannot cause the total equivalent buildup to increase the overall grade and elevation of the existing pavement. The pavement design is based on the available traffic data for Dr Martin Luther King, Jr. Avenue obtained from the Alabama Department of Transportation (ALDOT) website (https://aldotgis.dot.state.al.us/TDMPublic/).

Most recent traffic data along Dr. Martin Luther King, Jr. Avenue was not provided. Available traffic data for Dr Martin Luther King, Jr. Avenue was obtained from the ALDOT website (https://aldotgis.dot.state.al.us/TDMPublic/) and used. The AASHTO Pavement Design printouts for the project are provided in **Appendix A**.

Resilient modulus (M_R) testing was performed on remolded samples collected from the base material below the existing pavement sections. Two soil samples collected for classification testing in preparation for the M_R testing for previous phases of the project, classified as A-2-4, also represent materials that was encountered along Dr. Martin Luther King, Jr. Avenue. Reference **Table 3** below for the resilient modulus testing procedure. **Table 4** below shows the M_R testing results and the average M_R used for the new roadway design. First, the standard Proctor maximum dry density and optimum moisture content were determined for each sample. Second, according to soil classification, the samples were remolded and tested at the target maximum dry density percentages and moisture contents. After reviewing the test values, an average M_R value of 9,025 pounds per square inches (psi) was chosen for the design.

Table 3: Resilient Modulus Testing Procedure

Soil Type	Remolded % of max dry density relative to std. Proctor	Moisture Content relative to Proctor curve	MR Chamber Confining Pressure to use in design (psi)
A-1 (all)	96%	optimum	4
A-3	96%	optimum	4
A-2-4	96%	optimum	4
A-2-5	96%	optimum	4
A-2-6	96%	optimum	2
A-2-7	96%	optimum	2
A-4	96%	optimum	2
A-5	96%	optimum	2
A-6	96%	wet side	2
A-7 (all)	96%	wet side	2

Table 4: M_R Results

Sample ID	M_R
MR –sta. 221+26 thru sta. 245+00 – 30' RT of CL – Broad Street (Phase I soil samples)	9,131 psi
MR –sta. 248+00 thru 266+00– 30' LT of CL – Broad Street (Phase I soil samples)	8,920 psi
Total	18,051 psi
N	2
mean, X	9,025 psi
standard Dev., S	149 psi
X ± 2S	9,323 psi
	8,727 psi

Design traffic was determined from the maximum daily traffic count nearest the average of the daily traffic count of the two locations provided in aldotgis.dot.state.al.us. The 2022 average annual daily traffic (AADT) value of 6,105 is the design traffic count used in this addendum, which is slightly lower than the 2018 AADT value of 7,676, which was used in the original report submitted on February 28, 2018, as part of WSP deliverables.

Equivalent single axle load (ESAL) range C/D shall be used for the design of asphalt mixes for the project (ESAL of 1,164,487 as calculated using ALDOT design procedures). A design structural number (SN) of 3.42 was determined.

The following is a project summary for Broad Street – Phase IV:

Phase IV of the project along Dr. Martin Luther King, Jr. Avenue extends from Butchers Lane to Beauregard Street (SR-16) and is in an urban setting. The total length of the project along Dr. Martin Luther King, Jr. Avenue is 6,978.99 feet.

Bituminous concrete was encountered between Stations 40+70 and 45+00. The average thickness of the existing bituminous concrete is approximately 7.25 inches, and the pavement condition was determined to be in fair condition.

Reinforced concrete pavement overlaid with bituminous concrete was encountered between Stations 45+00 and 50+60, 52+69 and 81+36, Station 83+16 and 86+62, and 88+35 to 99+24.78. The average thickness of the concrete pavement is approximately 4.5 inches, and the average thickness of bituminous concrete overlay is approximately 4.25 inches. The pavement condition was determined to be in fair condition.

Reinforced concrete pavement overlaid with bituminous concrete was encountered between Stations 50+60 and 52+69, Stations 81+36 and 83+16, and between Stations 86+62 and 88+35. The average thickness of the concrete pavement is approximately 4.5 inches, and the average thickness of bituminous concrete overlay is approximately 1.3 inches. The pavement condition was determined to be in fair condition.

Similar to Phases I, II, and III and due to the varying pavement conditions, types, and thicknesses encountered during our field work, we evaluated several different options for pavement construction/reconstruction as outlined below.

Table 5: Pavement Design Parameters

Pavement Design Parameters	Value
Terminal Serviceability	3.0
Reliability Level	95%
Overall Standard Deviation	0.49
Roadbed Soil Resilient Modulus	9,025 psi
One Lane in Each Direction	
Lane Distribution Factor (FLD)	100%
Layer Coefficient	0.54
Truck Weight Distribution Factor	0.99
Performance Period	12 years

Different approaches that are determined to be economically viable and were evaluated as possible options to construct/re-construct the pavement sections in Phase IV. The most economical option is shown below.

Plane 2.0 inches of the existing bituminous concrete pavement between Stations 29+72.52 and Station 99+36.33. and replace with 2.0 inches of new wearing surface course.

Pavement build-up for the recommended option is presented below:

Required Pavement Buildup – Station 29+72.52 to Station 33+12.95 (Most economical option):

408A-052 Planing Existing Pavement (Approximately 1.1" thru 2.0")-Plane 2.0"

424A-361 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D. (220 lbs./sy)

405A-000 Tack Coat – Gallon

Required Rebuild 2(ft) Pavement Buildup – Station 33+12.95 to Station 37+04.12:

408A-052 Planing Existing Pavement (Approximately 1.1" thru 2.0")-Plane 2.0"

424A-361 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D. (220 lbs./sy)

424B-655 Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range C/D. (350 lbs./sy)

305B-078 Crushed Aggregate, Section 825, Type B (Approximately 6" Thick), For Miscellaneous Use – Cubic Yard.

210D-022 Borrow Excavation (Loose Truckbed Measurement) (A-2-4(0) Or A-4(0)) – Cubic Yard

405A-000 Tack Coat – Gallon

Required Pavement Buildup – Station 37+04.12 to Station 37+26.05 and Station 39+58.46 to Station 39+78.46 (Bridge End Slab):

408A-052 Planing Existing Pavement (Approximately 1.1” thru 2.0”)-Plane 2.0”

424A-361 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D. (220 lbs./sy)

405A-000 Tack Coat – Gallon

Required Rebuild 2(ft) Pavement Buildup – Station 39+78.46 to Station 44+61.89:

408A-052 Planing Existing Pavement (Approximately 1.1” thru 2.0”)-Plane 2.0”

424A-361 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D. (220 lbs./sy)

424B-655 Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range C/D. (350 lbs./sy)

305B-078 Crushed Aggregate, Section 825, Type B (Approximately 6” Thick), For Miscellaneous Use – Cubic Yard.

210D-022 Borrow Excavation (Loose Truckbed Measurement) (A-2-4(0) Or A-4(0)) – Cubic Yard

405A-000 Tack Coat – Gallon

Required Rebuild 2(ft) Pavement Buildup – Station 44+61.89 to Station 97+15.00:

408A-052 Planing Existing Pavement (Approximately 1.1” thru 2.0”)-Plane 2.0”

424A-361 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D. (220 lbs./sy)

424B-655 Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range C/D. (350 lbs./sy)

305B-078 Crushed Aggregate, Section 825, Type B (Approximately 6” Thick), For Miscellaneous Use – Cubic Yard.

210D-022 Borrow Excavation (Loose Truckbed Measurement) (A-2-4(0) Or A-4(0)) – Cubic Yard

405A-000 Tack Coat – Gallon

Required Rebuild 2(ft) Pavement Buildup – Station 97+15.00 to Station 99+36.33:

408A-052	Planing Existing Pavement (Approximately 1.1” thru 2.0”)-Plane 2.0”
424A-361	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D. (220 lbs./sy)
424B-655	Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range C/D. (350 lbs./sy)
305B-078	Crushed Aggregate, Section 825, Type B (Approximately 6” Thick), For Miscellaneous Use – Cubic Yard.
210D-022	Borrow Excavation (Loose Truckbed Measurement) (A-2-4(0) Or A-4(0)) – Cubic Yard
405A-000	Tack Coat – Gallon

5.2 LEVELING

Quantities of leveling and patching should be set-up for use as directed by the Engineer.

Pay Item No. 424B-658 Superpave Bituminous Concrete Upper Binder Layer, Leveling, 3/4” Maximum Aggregate Size, ESAL Range C/D – per ton.

5.3 PATCHING

Quantities of patching should be set-up for use as directed by the Engineer.

Pay Item No. 424B-654 Superpave Bituminous Concrete Upper Binder Layer, Patching, 3/4” Maximum Aggregate Size, ESAL Range C/D.– per ton.

5.4 OMITTED

5.5 NUCLEAR TESTING DEVICE

Any nuclear testing devices needed for testing will be furnished by the State/Owner.

5.6 CRUSHED AGGREGATE

Crushed aggregate for miscellaneous use.

Pay Item No. 305B-078 Crushed Aggregate, Section 825, Type B, For Miscellaneous Use – per ton.

5.7 REMIXING DEVICE

A remixing device will be required.

Pay Item No. 410H-000 Remixing Device – per each.

5.8 BORROW EXCAVATION

Pay Item No. 210D-022 Borrow Excavation (Loose Truckbed Measurement) (A-2-4(0) Or A-4(0)) – Cubic Yard

5.9 TACK COAT

Pay Item No. 405A-000 Tack Coat – Gallon

5.10 PAVED DRIVEWAYS:

Pay Item No.: 424A-361 Superpave Bituminous Concrete Wearing Surface Layer, ¾" Maximum Size Aggregate Mix, ESAL Range C/D (Approximately 165 lbs./sy)

Pay Item No.: 305B-078 Crushed Aggregate, Section 825, Type B, For Miscellaneous Use – per ton.

5.11 BORING LOGS

The borings were completed in general accordance with BMT-390**.** Test Boring Records for each boring are included in **Appendix D**.

5.12 BORING PLANS:

Boring Location Plans indicating the locations of the borings within the proposed right-of-way are attached in **Appendix D** of this report in the form of 11 x 17-inch drawings. Please note that the test locations should be considered approximate.

REQUIRED PROJECT NOTES:

- All planing necessary for tie-ins and turnouts shall be subsidiary of Pay Item 424A-361. LA Abrasion Data is not available.

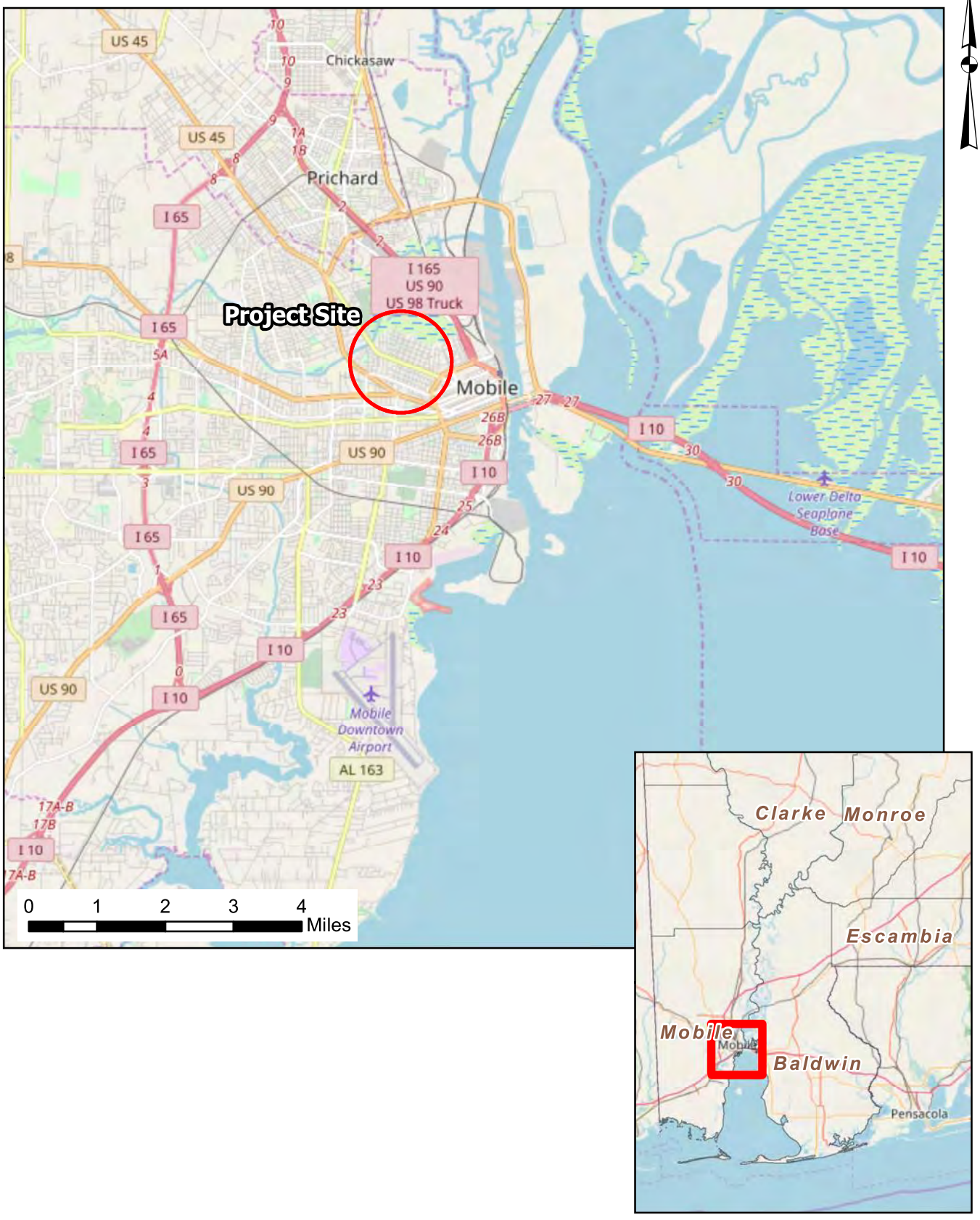
RECOMMENDED PAY ITEMS

- 210D-022 - Borrow Excavation (Loose Truckbed Measurement) (A-2-4(0) Or A-4(0)) – Cubic Yard.
- 305B-078 - Crushed Aggregate, Section 825, Type B, For Miscellaneous Use – per ton.
- 405A-000 Tack Coat Bituminous Treatment A – Gallon.
- 408A-052 – Planing Existing Pavement (Approximately (1.10” thru 2.0” Thick) – Square Yard.
- 410H-000 - Remixing Device – per each.
- 424A-361 - Superpave Bituminous Concrete Wearing Surface Layer, ¾" Maximum Aggregate Size Mix, ESAL Range C/D – per ton.
- 424B-654 - Superpave Bituminous Concrete Upper Binder Layer, Patching, ¾" Maximum Aggregate Size Mix, ESAL Range C/D – per ton.
- 424B-655 - Superpave Bituminous Concrete Upper Binder Layer, Patching,1" Maximum Aggregate Size Mix, ESAL Range C/D – per ton.
- 424B-658 - Superpave Bituminous Concrete Upper Binder Layer, Leveling, ¾" Maximum Aggregate Size Mix, ESAL Range C/D – per ton.
- 618A-000 - Concrete Sidewalk, 4" Thick – Square Yard.
- 623B-002 – Concrete Curb, Type A.
- 623C-003 – Combination Curb & Gutter, Type C (Modified).

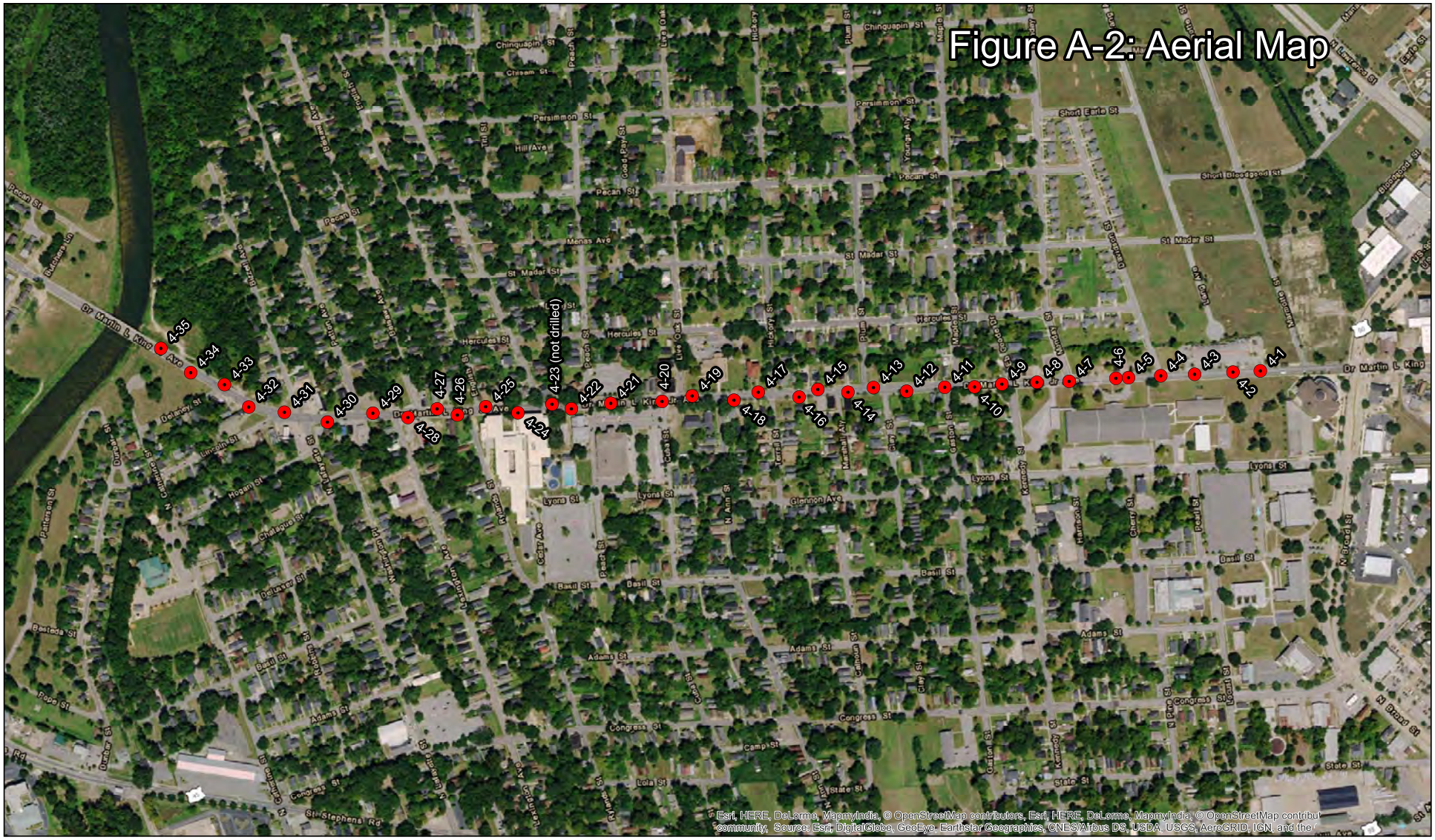
APPENDIX

APPENDIX A

Figure A-1: Location Map

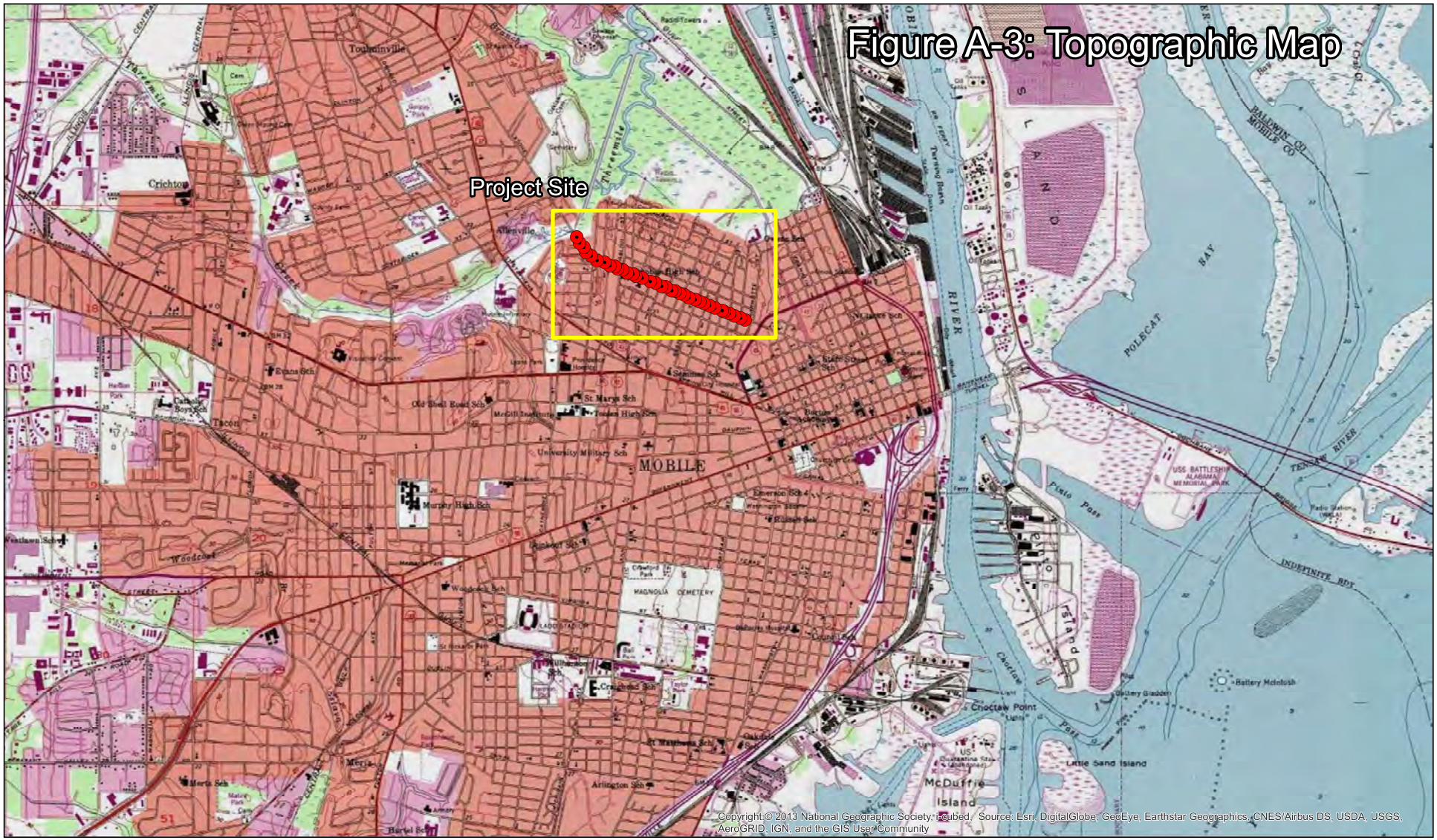


WSP Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 121 Birmingham, Alabama 35242	DRAWN / CHECKED TTT / MMA	FIGURE Figure A-1: Location Map	**City Of Mobile** **Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV** **Mobile Co., Alabama**
	REVISED 11-10-2023	PROJECT NUMBER 7382-23-4132	



WSP Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 121 Birmingham, Alabama 35242	DRAWN / CHECKED TTT / MMA	FIGURE Figure A-2: Aerial Map	City Of Mobile Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV Mobile, Mobile County
	REVISED 11-10-2023	PROJECT NUMBER 7382-23-4132	

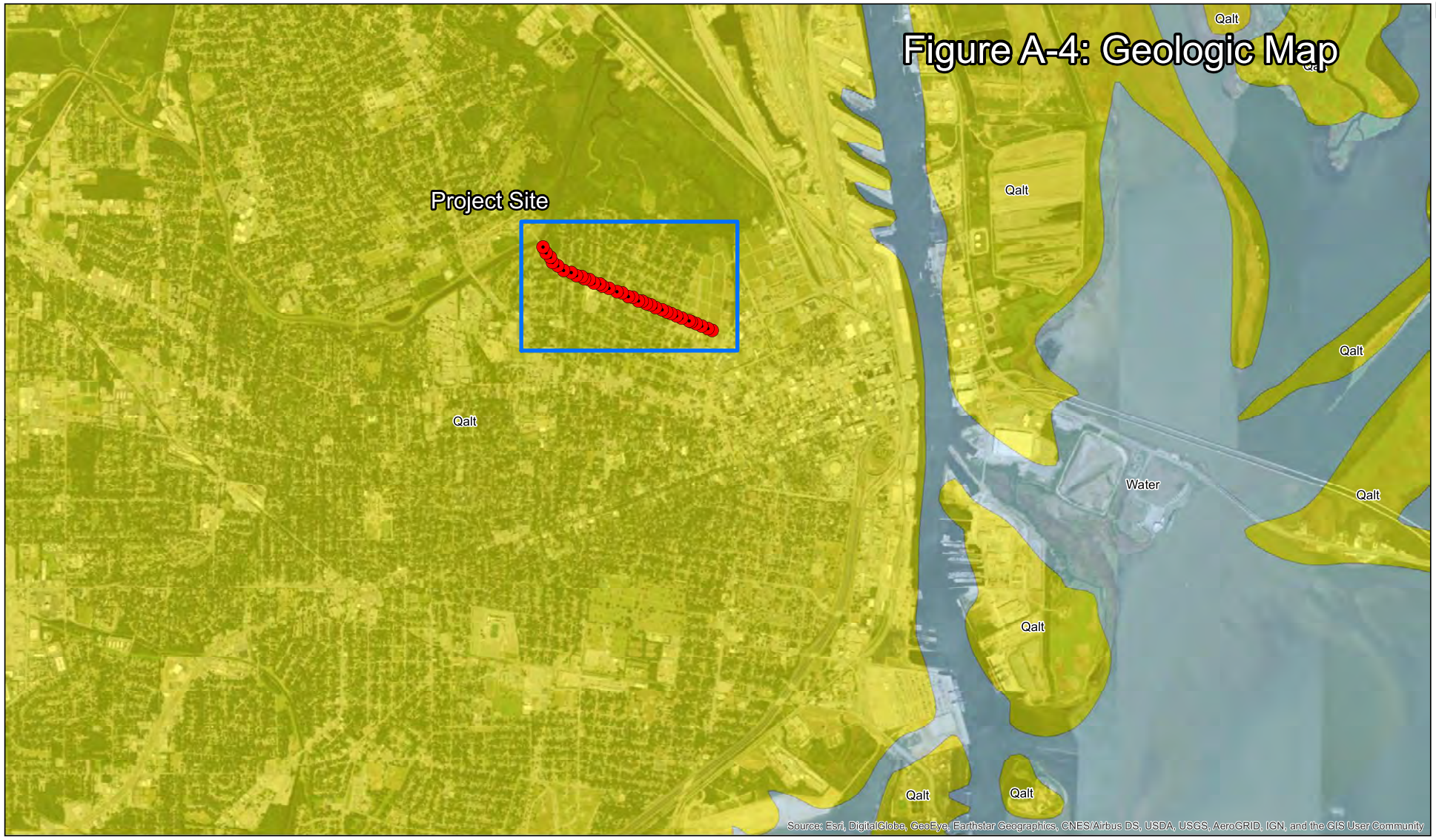
Figure A-3: Topographic Map



0 0.5 1 1.5 Miles

WSP Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 121 Birmingham, Alabama 35242	DRAWN / CHECKED: TTT / MMA REVISED: 11-10-2023	FIGURE: Figure A-3: Topographic Map PROJECT NUMBER: 7382-23-4132	City Of Mobile Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV Mobile Co., Alabama

Figure A-4: Geologic Map



Alluvial, coastal and low terrace deposits (Qalt): fine to coarse and medium quartz sand containing clay lenses, silt and gravel in places.

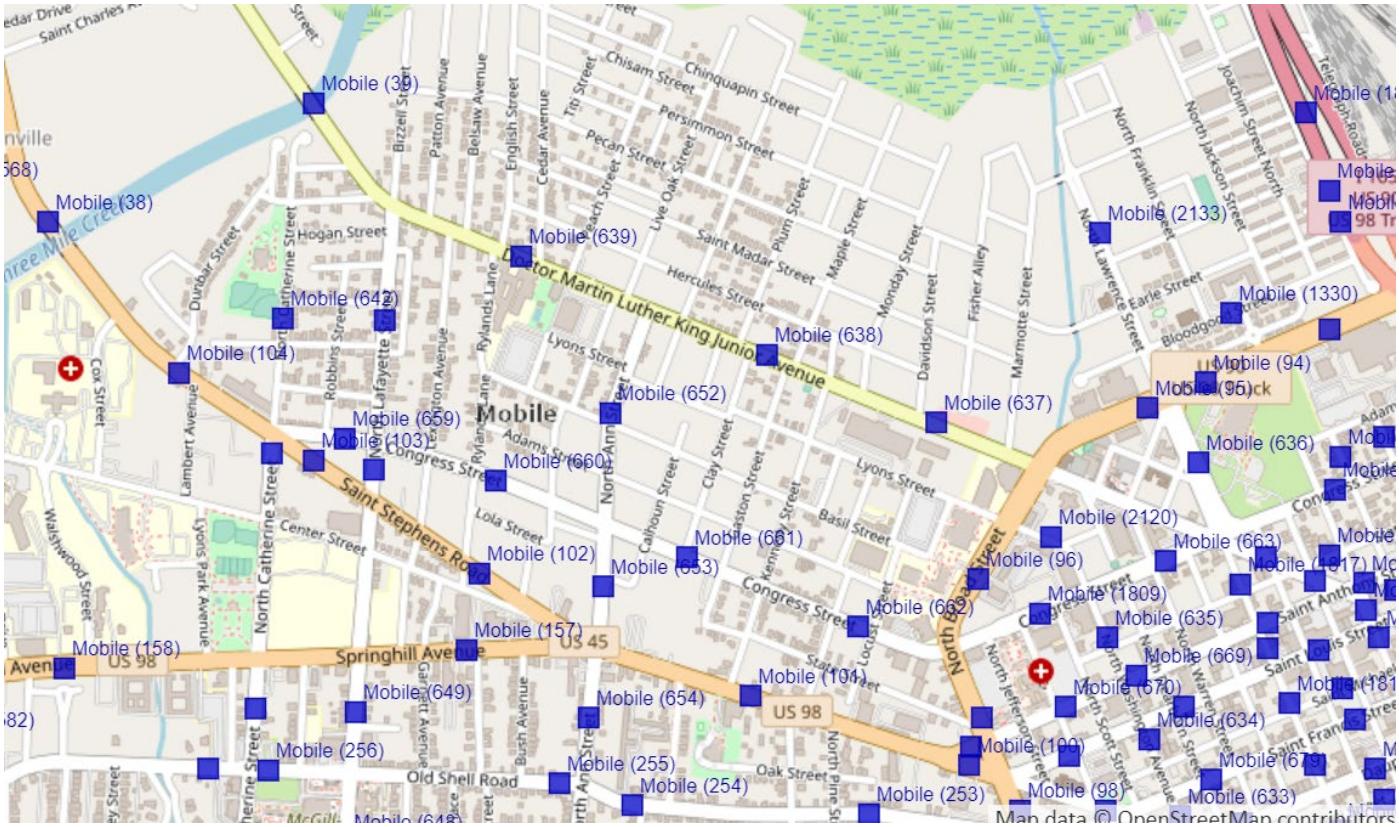
Source: Szabo, M.W., Osborne, E.W., Copeland, C.W. Jr., and Neathery, T.L., 1988, Geologic Map of Alabama, GSA Special Map 220.

WSP Environment & Infrastructure, Inc.
4000 Meadow Lake Drive, Suite 121
Birmingham, Alabama 35242

DRAWN / CHECKED	FIGURE
TTT / MMA	Figure A-4: Geologic Map
REVISED	PROJECT NUMBER
11-10-2023	7382-23-4132

Alabama Department of Transportation
Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV
Mobile Co., Alabama
ALDOT Project No.: ST-049-999-013

Traffic Data



Traffic Section Mobile 639

Current Traffic (2022) = 6,105
Projected traffic (2042) = 10,008
Growth Rate/year = 2.5%
Current Traffic TADT = 4%
FDD (Direction Dist.) = 0.5
FLD (Lane Distribution) = 100%

$$\text{ESALS} = \frac{(\text{Current Traffic} + \text{Projected Traffic})}{2} (\text{TADT}) (0.99) (\text{FDD}) (\text{FLD}) (7300)$$

$$\text{ESALS} = \frac{(6{,}105 + 10{,}008)}{2} (0.04) (0.99) (0.50) (1) (7300) = 1{,}164{,}487 \text{ ESALS}$$

ESAL RANGE = C/D

The number of ESALs in the design lane over the 20-year traffic analysis period is calculated as follows:

$$ESALs = \frac{(C+P)}{2}(TADT)(0.99)(FDD)(FLD)(7300)$$

Where:

C = Current or initial, average annual daily traffic (AADT) volume.

P = Projected or future, AADT volume in 20 years.

TADT = Percent commercial vehicles expressed in decimal format.

0.99 = Truck weight distribution factor or average number of 18-kip (80 kN) ESALs applied per truck.

FDD = Directional distribution factor. Use 0.50 unless specified otherwise by Transportation Planning and Modal Programs Bureau.

FLD = Lane distribution factor. Use values selected from the following:

Number of Lanes In One Direction	FLD	
	Rural	Urban
1	1.00	1.00
2	0.95	0.85
>2	0.70	0.70

7300 = Number of days in 20 years or (20 X 365).

Pavement Design

1993 AASHTO Pavement Design

DARWin Pavement Design and Analysis System

A Proprietary AASHTOWare
Computer Software Product

Flexible Structural Design Module

Flexible Structural Design

18-kip ESALs Over Initial Performance Period	1,094,232
Initial Serviceability	4.2
Terminal Serviceability	3
Reliability Level	85 %
Overall Standard Deviation	0.49
Roadbed Soil Resilient Modulus	9,025 psi
Stage Construction	1
Calculated Design Structural Number	3.42 in

Rigorous ESAL Calculation

Performance Period (years)	12
Two-Way Traffic (ADT)	11,230
Number of Lanes in Design Direction	2
Percent of All Trucks in Design Lane	85 %
Percent Trucks in Design Direction	50 %

Vehicle Class	Percent of ADT	Annual % Growth	Average Initial Truck Factor (ESALs/ Truck)	Annual % Growth in Truck Factor	Accumulated 18-kip ESALs over Performance Period
2	96	2.5	0.0002	0	4,617
5	4	2.5	1.1327	0	1,089,615
Total	100	-	-	-	1,094,232

Growth	Compound
Total Calculated Cumulative ESALs	1,094,232

OPTION "A" - PLANE 2 inches and Place 2 inches of New BIT. CONCRETE

County: Mobile **Project:** 7382234132 **Date:** 3/31/2024

Region: Southwest

Description: Dr. Martin Luther King JR., Avenue - Broad Street Project - Phase IV

Remarks:

EQUIVALENT PAVEMENT BUILD-UP

Existing Layers	in	Coeff	SN
DARWin Required SN	3.42	1.00	3.42
2.25" of existing Asphaltic Concrete pavement to remain in place	2.25	0.44	0.99
4.5" of existing PCC pavement to remain in place	4.50	0.35	1.58
		Required SN	0.86

Proposed Build-up

Pay Item	Layer Description	lb/sy	X	Density	in	Coeff	SN	SN	
424A-361	3/4" Wearing, C/D	220	1	148	1.98	0.54	1.07		
								1.07	Build-up
								0.86	Required SN
		Total Overlay Thickness (in)			1.98			1.07	Total SN
		Total Pavement Thickness (in)			8.73				

Notes: Column X represents the number of applied layers.
Laydown rates are approximate and should be adjusted for thickness in the field

OPTION "A" - PLANE 2 inches and Place 2 inches of New BIT. CONCRETE

County: Mobile **Project:** 7382234132 **Date:** 3/31/2024

Region: Southwest

Remarks: **2 FOOT REBUILD OF EXISTING PAVEMENT ALONG DR. MARTIN LUTHER KING JR. AVENUE**

Remarks: Widening

Equivalent Pavement Build-up

Existing Layers	in	Coeff	SN
DARWin Required SN	3.42	1.00	3.42
		Required SN	3.42

Proposed Build-up **Outside Shoulder Widening (Required 16.12 inches)**

Pay Item	Layer Description	lb/sy	X	Density	in	Coeff	SN	SN
424A-361	3/4" Wearing, C/D	220	1	148	1.98	0.54	1.07	
424B-655	1" Patching - Upper Binder, C/D	350	1	144	3.24	0.54	1.75	
			1	144	0.00	0.54	0.00	
								2.82 Build-up
								3.42 Required SN
		Total Thickness (in)			5.22			2.82 Total SN

Notes: Column X represents the number of applied layers.
Laydown rates are approximate and should be adjusted for thickness in the field

TYPICAL SECTION

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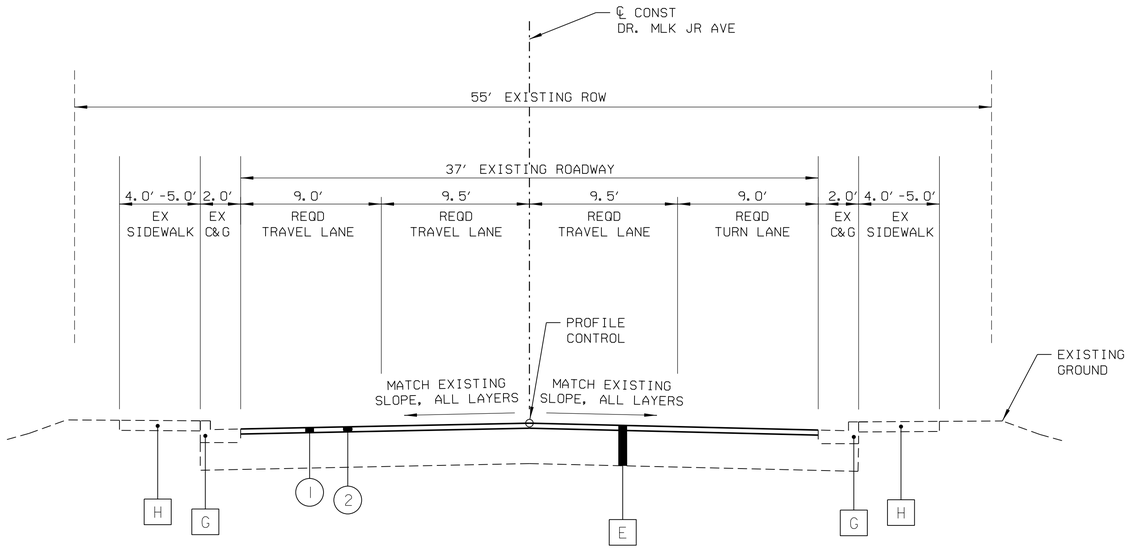
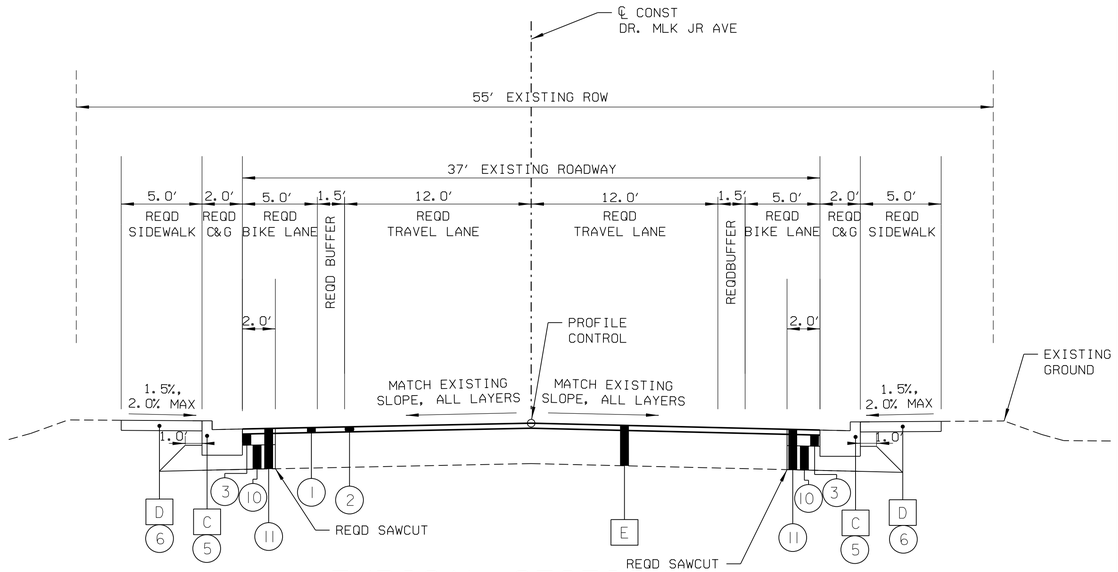


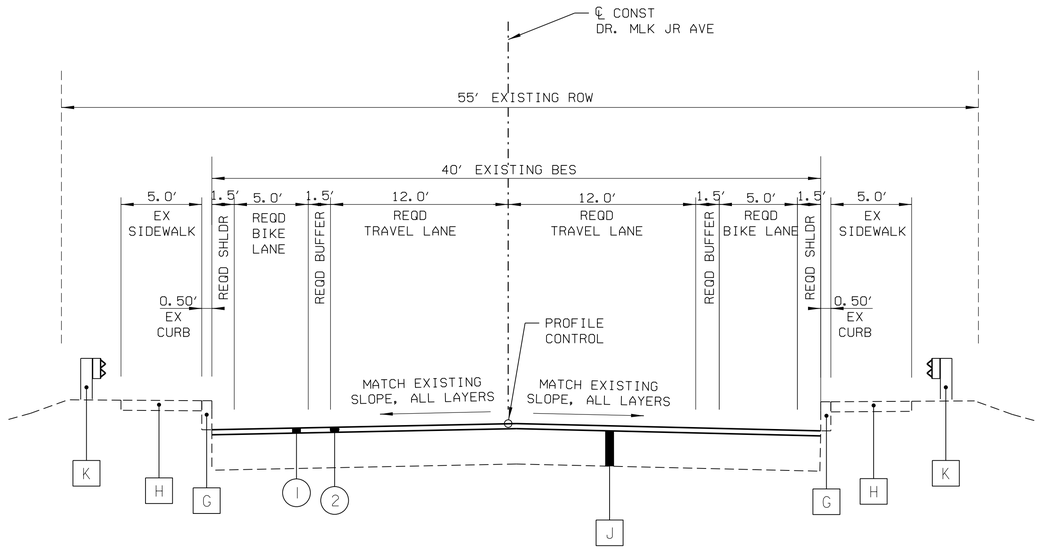
TYPICAL SECTION
NTS
℄ CONST DR. MLK JR AVE
STA 29+72.52 TO STA 33+12.95



TYPICAL SECTION
NTS
℄ CONST DR. MLK JR AVE
STA 33+12.95 TO STA 37+04.12

IN-PLACE AND REQUIRED MATERIALS LEGEND

LEGEND NO.	ITEM NO.	DESCRIPTION
C		IN-PLACE CURB AND GUTTER (REMOVE)
D		IN-PLACE SIDEWALK (REMOVE)
E		IN-PLACE BITUMINOUS PAVEMENT (PLANE & RETAIN) (APP 7" THICK)
G		IN-PLACE CURB (RETAIN)
H		IN-PLACE SIDEWALK (RETAIN)
J		IN-PLACE BRIDGE END SLAB (RETAIN)
K		IN-PLACE GUARDRAIL (REMOVE & REPLACE)
1	408A-052	PLANING EXISTING PAVEMENT (APP 1.1" THRU 2.0") (PLANE 2")
2	424A-361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (APP 220 #/SY)
3	424B-655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE, ESAL RANGE C/D (APP 350 #/SY)
5	623C-003	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)
6	618A-000	CONCRETE SIDEWALK, 4" THICK
10	305B-078	CRUSHED AGGREGATE, SECTION 825, TYPE B (APP 6" THICK) (APP 10.42' WIDTH)
11	210A-000 OR 210D-022	UNCLASSIFIED EXCAVATION OR BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2-4(0) OR A-4(0))



TYPICAL SECTION
NTS
℄ CONST DR. MLK JR AVE
BRIDGE END SLAD
STA 37+04.12 TO STA 37+26.05
STA 39+58.46 TO STA 39+78.46

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	90%			TYPICAL SECTION	DR. MLK JR AVENUE

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TYPICAL SECTION

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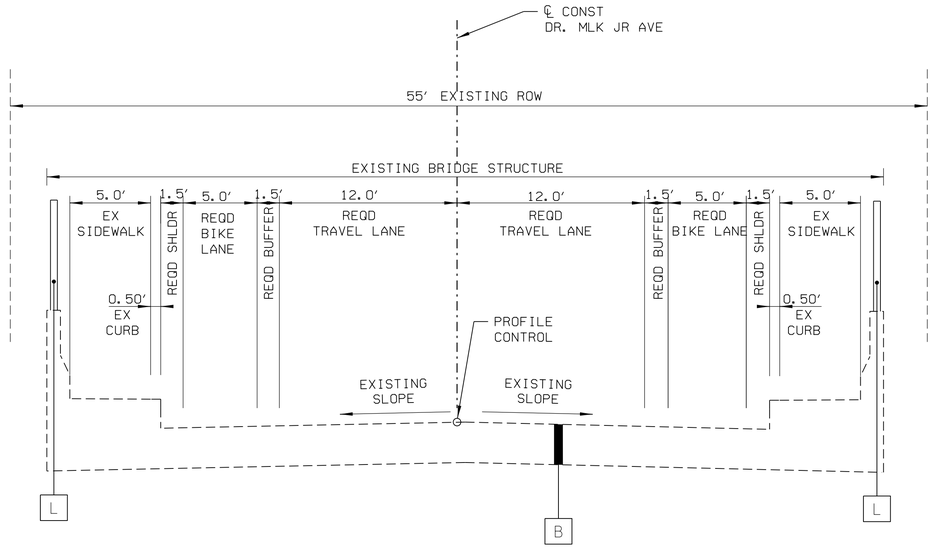
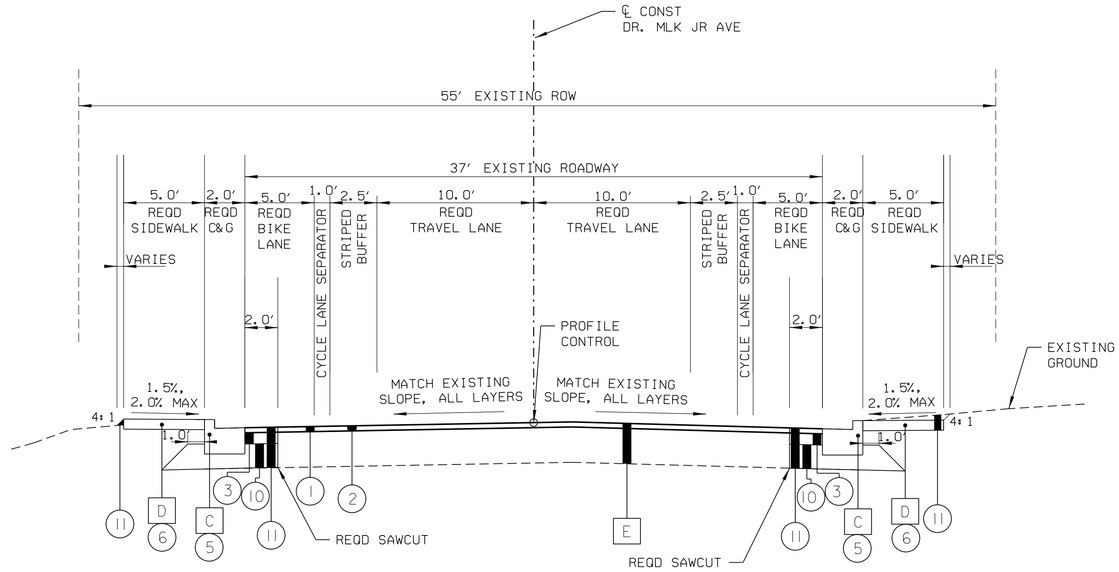


TYPICAL SECTION
NTS
℄ CONST DR. MLK JR AVE
STA 37+26.05 TO STA 39+58.46



TYPICAL SECTION
NTS
℄ CONST DR. MLK JR AVE
STA 39+78.46 TO STA 44+61.89

IN-PLACE AND REQUIRED MATERIALS LEGEND

LEGEND NO.	ITEM NO.	DESCRIPTION
B		IN-PLACE BRIDGE STRUCTURE (RETAIN)
C		IN-PLACE CURB AND GUTTER (REMOVE)
D		IN-PLACE SIDEWALK (REMOVE)
E		IN-PLACE BITUMINOUS PAVEMENT (PLANE & RETAIN) (APP 7" THICK)
L		IN-PLACE FENCE (REMOVE & REPLACE)
1	408A-052	PLANING EXISTING PAVEMENT (APP 1.1" THRU 2.0") (PLANE 2")
2	424A-361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (APP 220 #/SY)
3	424B-655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE, ESAL RANGE C/D (APP 350 #/SY)
5	623C-003	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)
6	618A-000	CONCRETE SIDEWALK, 4" THICK
10	305B-078	CRUSHED AGGREGATE, SECTION 825, TYPE B (APP 6" THICK) (APP 10.42' WIDTH)
11	210A-000 OR 210D-022	UNCLASSIFIED EXCAVATION OR BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2-4(0) OR A-4(0))

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	90%			TYPICAL SECTION	DR. MLK JR AVENUE

User Is: katelyn.flnorn 26-MAR-2024 00:17 Plot Scale=3.000000:1.000000 $$COLORTABLE$$ $$PENTABLE$$ Projects\2101074 - Broad Street Phase IV\Project Design\Plans Assembly\002_2N_074_typ.dgn

TYPICAL SECTION

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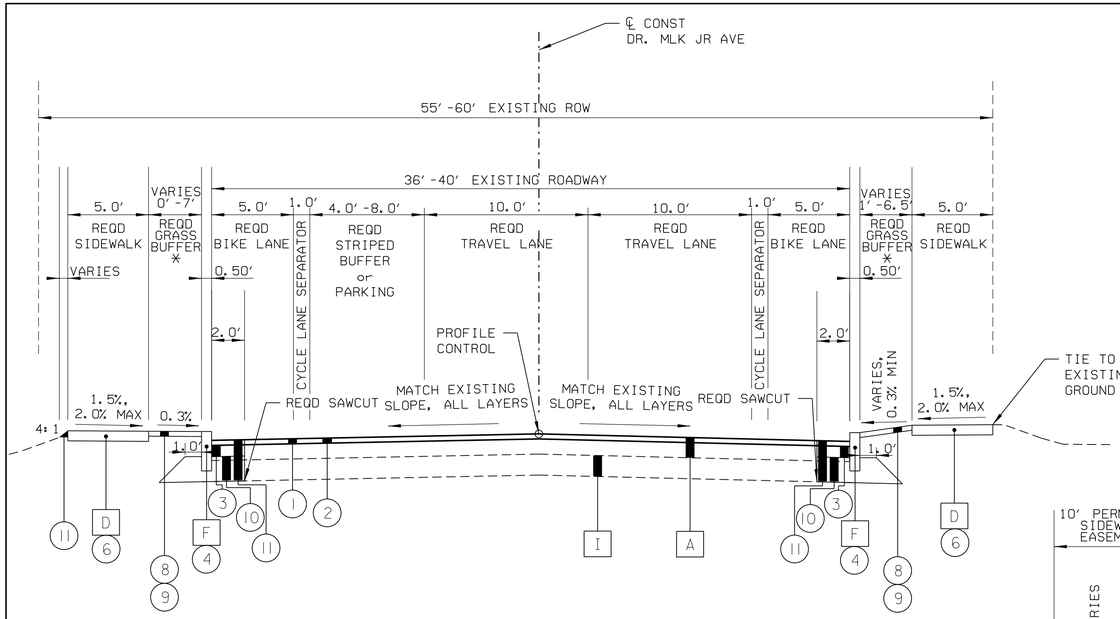
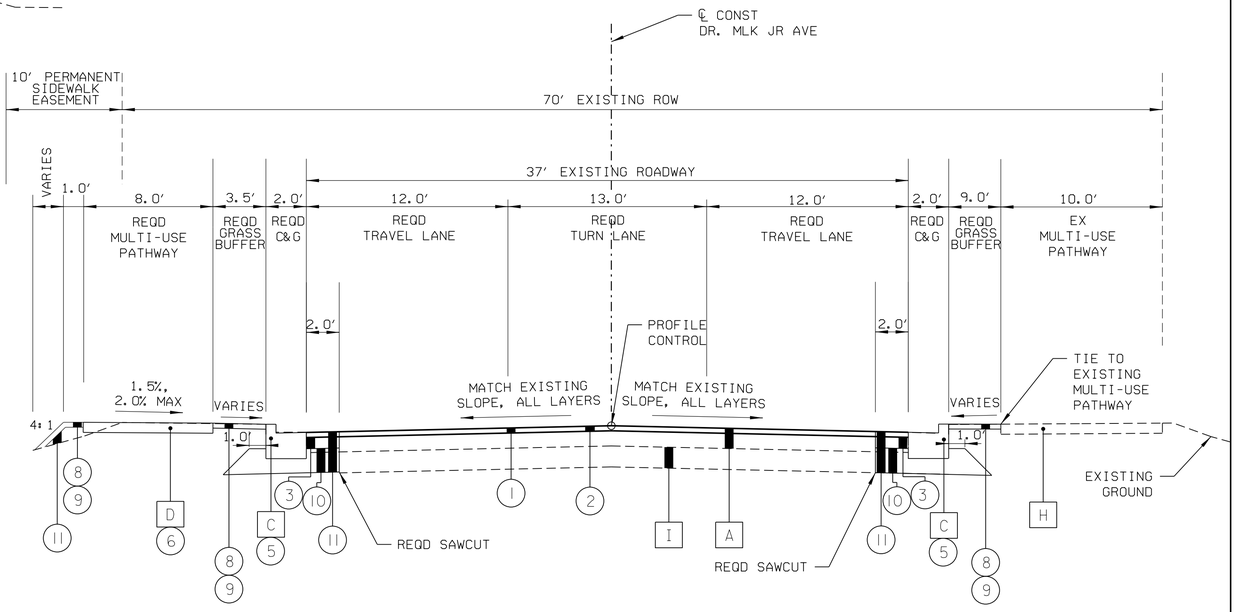


TYPICAL SECTION
NTS
℄ CONST DR. MLK JR AVE
STA 44+61.89 TO STA 97+15.00

IN-PLACE AND REQUIRED MATERIALS LEGEND

LEGEND NO.	ITEM NO.	DESCRIPTION
A		IN-PLACE BITUMINOUS PAVEMENT (PLANE & RETAIN) (APP 4" THICK)
C		IN-PLACE CURB AND GUTTER (REMOVE)
D		IN-PLACE SIDEWALK (REMOVE)
F		IN-PLACE CURB (REMOVE)
I		IN-PLACE CONCRETE PAVEMENT (RETAIN) (APP 4" THICK)
1	408A-052	PLANING EXISTING PAVEMENT (APP 1.1" THRU 2.0") (PLANE 2")
2	424A-361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (APP 220 #/SY)
3	424B-655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE, ESAL RANGE C/D (APP 350 #/SY)
4	623B-002	CONCRETE CURB, TYPE A
5	623C-003	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)
6	618A-000	CONCRETE SIDEWALK, 4" THICK
8	650A-000	TOPSOIL (4" THICKNESS)
9	654A-001	SOLID SODDING (BERMUDA)
10	305B-078	CRUSHED AGGREGATE, SECTION 825, TYPE B (APP 6" THICK) (APP 10.42′ WIDTH)
11	210A-000 OR 210D-022	UNCLASSIFIED EXCAVATION OR BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2-4(0) OR A-4(0))



TYPICAL SECTION
NTS
℄ CONST DR. MLK JR AVE
STA 97+15.00 TO STA 99+36.33

* BUFFER TO BE CONCRETE IN AREAS LESS THAN 2′ IN WIDTH

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	90%			TYPICAL SECTION	DR. MLK JR AVENUE

CROSS SECTION

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
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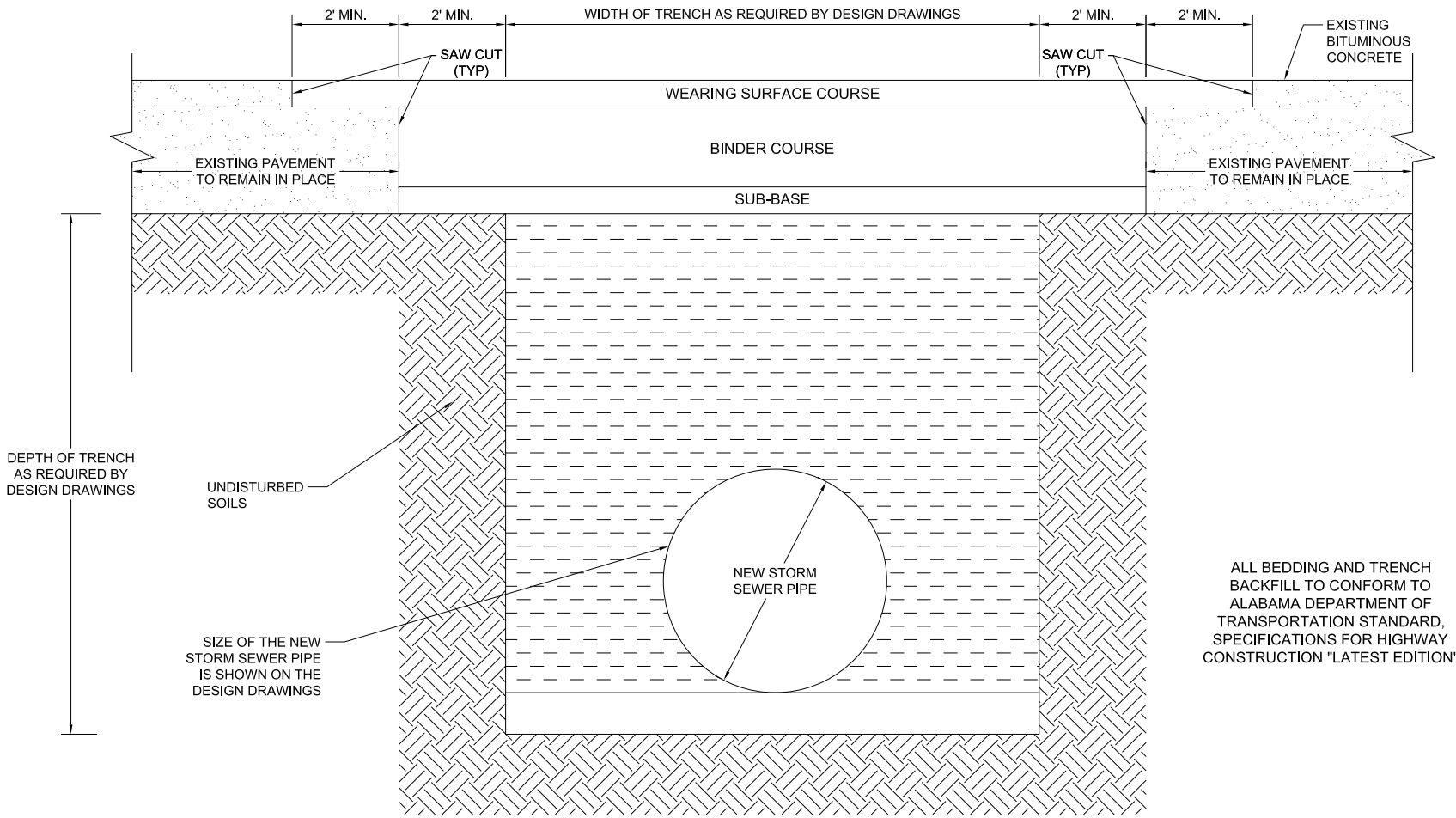


** WEARING SURFACE COURSE AND BINDER COURSE THICKNESS SHALL BE IN ACCORDANCE WITH DESIGN DRAWING

OPEN CUT FOR THE INSTALLATION OF STORM SEWER ROADWAY PIPE (N.T.S.)

WSP USA INC
4000 MEADOW LAKE DRIVE
SUITE 121
BIRMINGHAM, ALABAMA 35242

WSP PROJECT NO.: 7382-23-4132
DRAWN BY: TTT
CHECKED BY: MMA
11-10-2023

Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) – Phase IV
ALDOT PROJECT NO. ST-049-999-013
Mobile, Mobile Co., Alabama

FIGURE. NO.
A-6

ALABAMA DEPARTMENT OF TRANSPORTATION

NOT TO SCALE

SHEET TITLE
PATCHING DETAIL FOR OPEN CUT CROSS SECTION

ROUTE
MLK JR AVE

Pavement Photographs and Core Photos

amec foster wheeler

Table No. 1– Existing Buildup/Condition Data - Summary

Boring Location	Station*	O/S	Asphalt Thickness (inches)	Concrete Thickness (inches)	Total Thickness (inches)	Direction	Direction
4-1	95+21	C/L	5	5	10	Center Line	
4-2	93+90	C/L	4	6	10	Center Line	
4-3	92+00	C/L	4	6	10	Center Line	
4-4	90+28	C/L	5	6	11	Center Line	
4-5	88+68	C/L	4	6	10	Center Line	
4-6	88+02	C/L	1	6	7	Center Line	
4-7	85+22	6' LT	6	4	10	WBL	WBL
4-8	84+31	C/L	5	6	11	Center Line	
4-9	82+01	C/L	2	3	5	Center Line	
4-10	80+70	18' RT	4	1	5	EBL	EBL
4-11	79+47	C/L	4	3	7	Center Line	
4-12	77+85	8' RT	6	5	11	EBL	EBL
4-13	76+11	11' LT	4	4	8	WBL	WBL
4-14	74+85	C/L	4	6	10	Center Line	
4-15	73+70	6' LT	4	4	8	WBL	WBL
4-16	72+47	5' RT	6	5	11	EBL	EBL
4-17	70+66	9' LT	5	5	10	WBL	WBL
4-18	69+44	5' RT	5	5	10	EBL	EBL
4-19	67+41	9' LT	4	4	8	WBL	WBL
4-20	65+74	C/L	4	4	8	Center Line	
4-21	63+30	14' LT	4	4	8	WBL	WBL
4-22	61+60	5' RT	5	5	10	EBL	EBL
4-23	Test boring was not drilled because of underground utilities in close proximity.						
4-24	58+81	9' RT	6	5	11	EBL	EBL
4-25	57+35	9' LT	4	3	7	WBL	WBL
4-26	55+92	8' RT	5	6	11	EBL	EBL
4-27	54+79	13' LT	5	5	10	WBL	WBL
4-28	53+64	8' RT	6	5	11	EBL	EBL
4-29	51+73	14' LT	1	5	6	WBL	WBL
4-30	49+46	17' RT	4	6	10	EBL	EBL
4-31	47+47	12' LT	4	6	10	WBL	WBL
4-32	45+69	7' RT	5	1	6	EBL	EBL
4-33	44+24	12' LT	7	0	7	WBL	WBL
4-34	42+86	11' RT	8	0	8	EBL	EBL
4-35	40+70	16' LT	7	0	7	WBL	WBL

C/L: Center Line
WBL: West Bound Lane
EBL: East Bound Lane

RT: Right
LT: Left
O/S: Off-Set

Photo 1: View of the asphaltic concrete/concrete core cut at Station 95+21 - Center Line - (Core No. 4-1). The total core thickness is approximately 10 inches (top layer is asphaltic concrete–5 inches, and the bottom layer is concrete–5 inches). Photograph taken by Rachele Taylor on 05-16-2017.

Photo 2: View of the asphaltic concrete/concrete core cut at Station 92+00 – Center Line - (Core No. 4-3). The total core thickness is approximately 10 inches (top layer is asphaltic concrete–4 inches, and the bottom layer is concrete–6 inches). Photograph taken by Rachele Taylor on 05-16-2017.

Photo 3: View of the asphaltic concrete/concrete core cut at Station 88+68 – Center Line - (Core No. 4-5). The total core thickness is approximately 10 inches (top layer is asphaltic concrete–4 inches, and the bottom layer is concrete–6 inches). Photograph taken by Rachele Taylor on 05-16-2017.

Photo 4: View of the asphaltic concrete/concrete core cut at Station 85+22 – 6' LT of Center Line - (Core No. 4-7). The total core thickness is approximately 10 inches (top layer is asphaltic concrete–6 inches, and the bottom layer is concrete–4 inches). Photograph taken by Rachele Taylor on 05-16-2017.

Photo 5: View of the asphaltic concrete/concrete core cut at Station 73+70 – 6' LT of Center Line - (Core No. 4-15). The total core thickness is approximately 8 inches (top layer is asphaltic concrete–8 inches, and the bottom layer is concrete–4 inches). Photograph taken by Rachele Taylor on 05-16-2017.

Photo 6: View of the asphaltic concrete/concrete core cut at Station 67+41 – 9' LT of Center Line - (Core No. 4-19). The total core thickness is approximately 8 inches (top layer is asphaltic concrete–8 inches, and the bottom layer is concrete–4 inches). Photograph taken by Rachele Taylor on 05-16-2017.

Photo 7: View of the asphaltic concrete/concrete core cut at Station 63+30 – 14' LT of Center Line - (Core No. 4-21). The total core thickness is approximately 8 inches (top layer is asphaltic concrete–8 inches, and the bottom layer is concrete–4 inches). Photograph taken by Rachele Taylor on 05-16-2017.

Photo 8: View of the asphaltic concrete/concrete core cut at Station 51+73 – 14' LT of Center Line - (Core No. 4-29). The total core thickness is approximately 6 inches (top layer is asphaltic concrete–1 inch, and the bottom layer is concrete–5 inches). Photograph taken by Rachele Taylor on 05-16-2017.

Photo 9: View of the asphaltic concrete/concrete core cut at Station 44+24 – 12' LT of Center Line - (Core No. 4-33). The total asphaltic concrete core thickness is approximately 7 inches. Photograph taken by Rachele Taylor on 05-16-2017.

Photo 10: View of the asphaltic concrete/concrete core cut at Station 42+86 – 11' RT of Center Line - (Core No. 4-34). The total asphaltic concrete core thickness is approximately 7 inches. Photograph taken by Rachele Taylor on 05-16-2017.

APPENDIX B

SOIL DATA SUMMARY SHEET
Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16)
Amec Foster Wheeler Project No.: 7630-17-1449.04

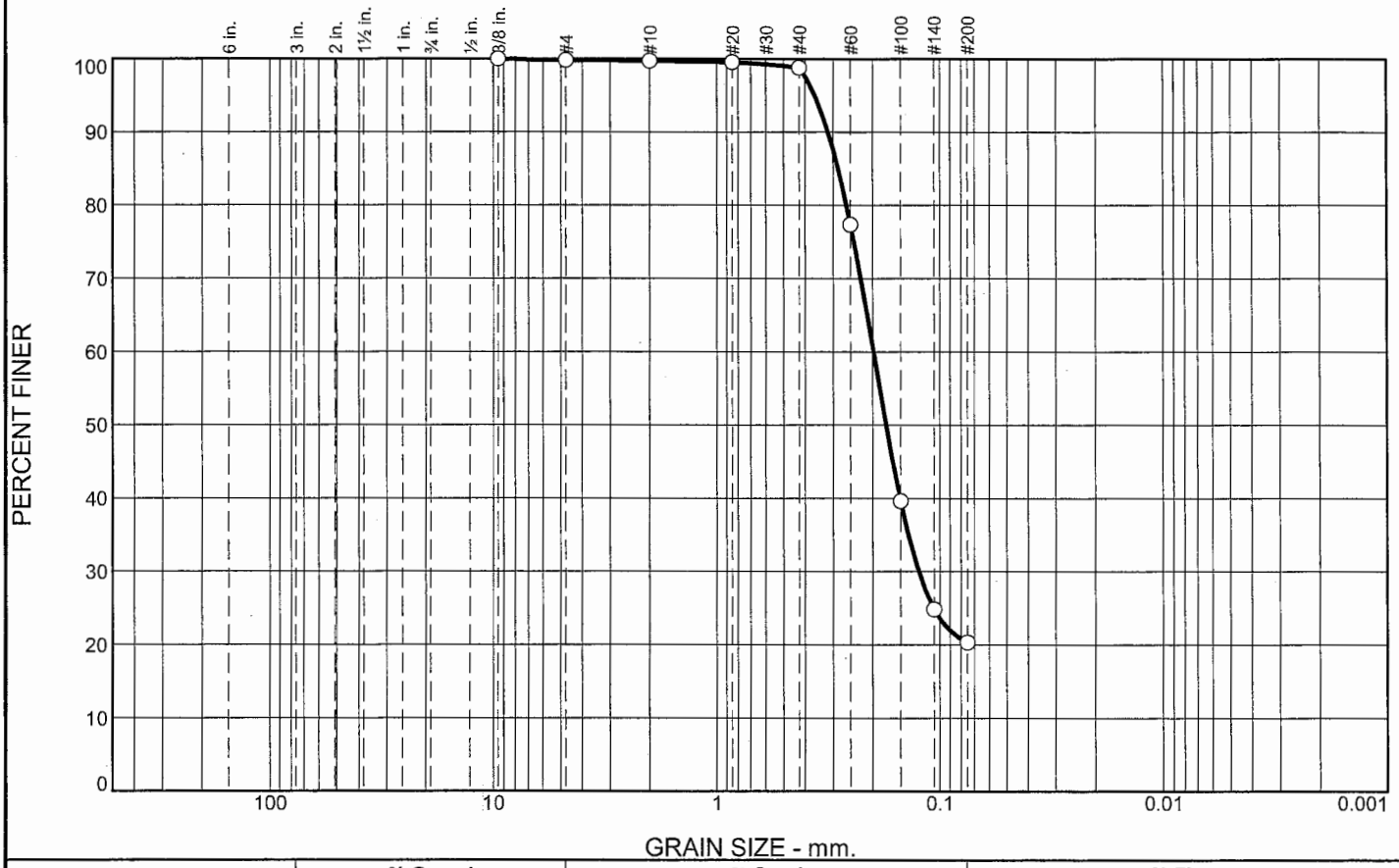
Station & Offset (Ft.)	Boring No.	Sample ID	Depth (ft)	Water Content (%)	Liquid Limit	Plastic Limit	Plasticity Index	Gravel (%)	Sand (%)	Percent Passing #200 (if hydrometer data available)		D50 (mm)	Classification	
										% Silt	% Clay		USCS	AASHTO
90+28 C/L	4-4	S-1	1.0-2.5	14.3	--	--	--	0.2	79.5	20.3		0.1740	SM	A-2-4
	4-4	S-2	2.5-4.0	18.8	--	--	--	0.0	84.9	15.1		0.1801	SM	A-2-4
	4-4	S-3	4.0-5.5	21.4	--	--	--	2.5	85.7	11.8		0.1868	SM	A-1-b
82+01 C/L	4-9	S-1	1.0-2.5	16.7	NP	NP	NP	0.3	76.2	23.5		0.1669	SM	A-2-4
77+85 8' RT	4-12	S-2	2.5-4.0	13.5	--	--	--	0.0	68.9	31.1		0.1652	SM	A-2-4
	4-12	S-3	4.0-5.5	14.0	--	--	--	0.0	68.1	31.9		0.1825	SM	A-2-4
61+60 5' RT	4-22	S-1	1.0-2.5	12.7	36	15	21	0.0	33.8	66.2		--	CL	A-6
	4-22	S-2	2.5-4.0	16.6	46	18	28	0.0	34.3	65.7		--	CL	A-7-6
	4-22	S-3	4.0-5.5	13.8	--	--	--	0.0	37.1	62.9		--	CL	A-7-6
51+73 14' LT	4-29	S-2	2.5-4.0	20.9	41	16	25	0.2	25.9	73.9		--	CL	A-7-6
	4-29	S-3	4.0-5.5	20.7	46	19	27	4.5	30.4	65.1		--	CL	A-7-6

Soil Data Summary Sheet - Table B-1
Alabama Department of Transportation
ALDOT Project: ST-049-999-013
Project Name: Broad Street - Phase IV
County: Mobile

Checked by: TTT Date: 2/12/2018
Reviewed by: MMA Date: 2/23/2018

Additional Laboratory Test Results

Particle Size Distribution (ASTM D6913-04(2009)e1)



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.2	0.1	0.9	78.5	20.3	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
0.375"	100.0		
#4	99.8		
#10	99.7		
#20	99.6		
#40	98.8		
#60	77.4		
#100	39.7		
#140	24.9		
#200	20.3		

* (no specification provided)

Soil Description

Brown Clayey Sand

Atterberg Limits

PL= LL= PI=

Coefficients

D_{90}= 0.3156 D_{85}= 0.2843 D_{60}= 0.1979
D_{50}= 0.1740 D_{30}= 0.1242 D_{15}=
D_{10}= C_u= C_c=

Classification

USCS= AASHTO=

Remarks

Lab No.: 16169

NMC = 14.3%

Source of Sample: B-4-4 **Depth:** 1.0-2.5 ft
Sample Number: S1 **Date:** 2/6/18

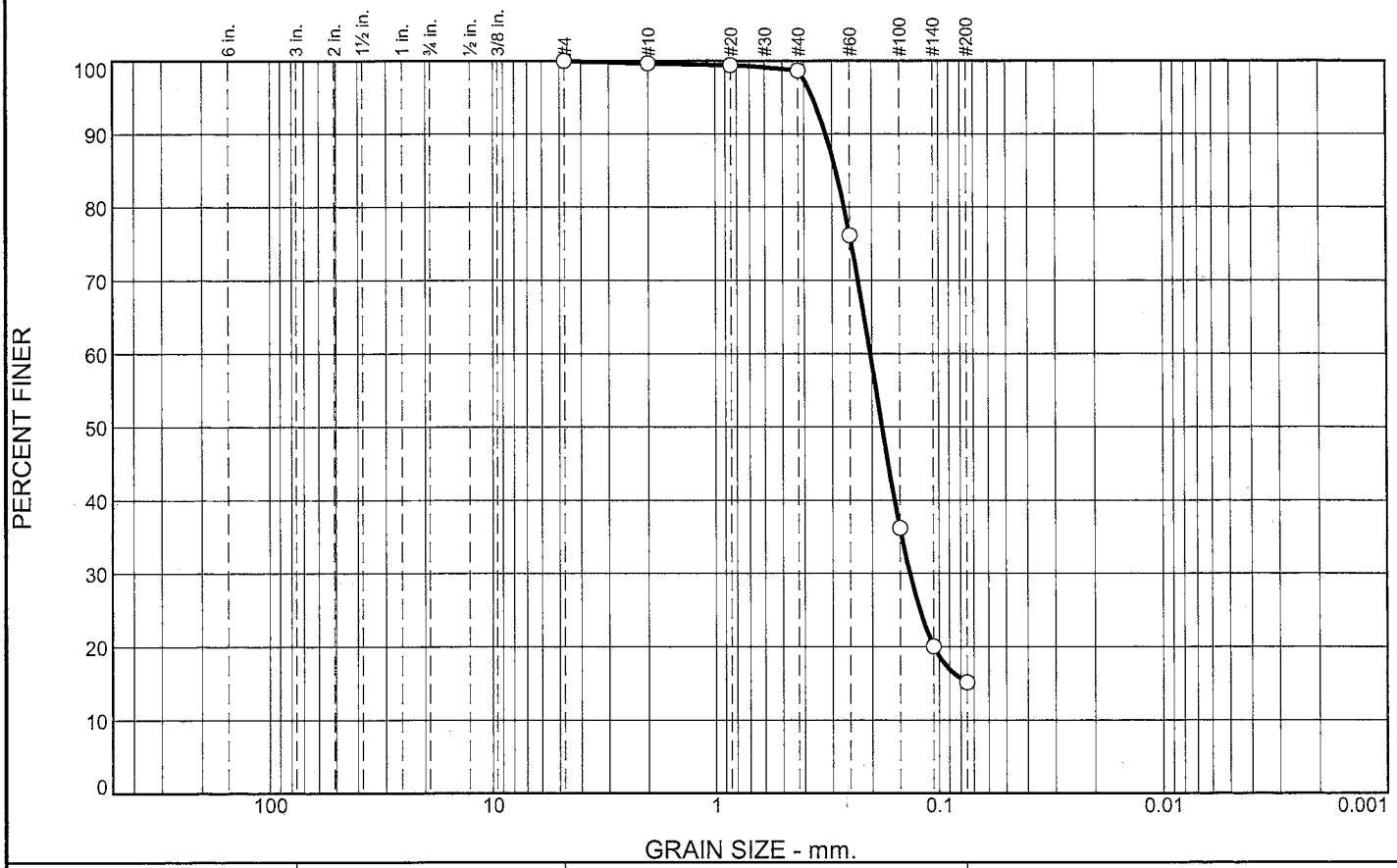
amec foster wheeler

Client: ALDOT
Project: ALDOT-Broad Street Phase 4

Project No: 7630-17--1449.04 **Figure**

Tested By: DW **Checked By:** JW

Particle Size Distribution (ASTM D6913-04(2009)e1)



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.3	1.0	83.6	15.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#4	100.0		
#10	99.7		
#20	99.4		
#40	98.7		
#60	76.1		
#100	36.2		
#140	20.1		
#200	15.1		

* (no specification provided)

Soil Description

Brown Clayey Sand

Atterberg Limits

PL= LL= PI=

Coefficients

D_{90}= 0.3196 D_{85}= 0.2885 D_{60}= 0.2032
D_{50}= 0.1801 D_{30}= 0.1354 D_{15}=
D_{10}= C_u= C_c=

Classification

USCS= AASHTO=

Remarks

Lab No.: 16170

NMC = 18.8%

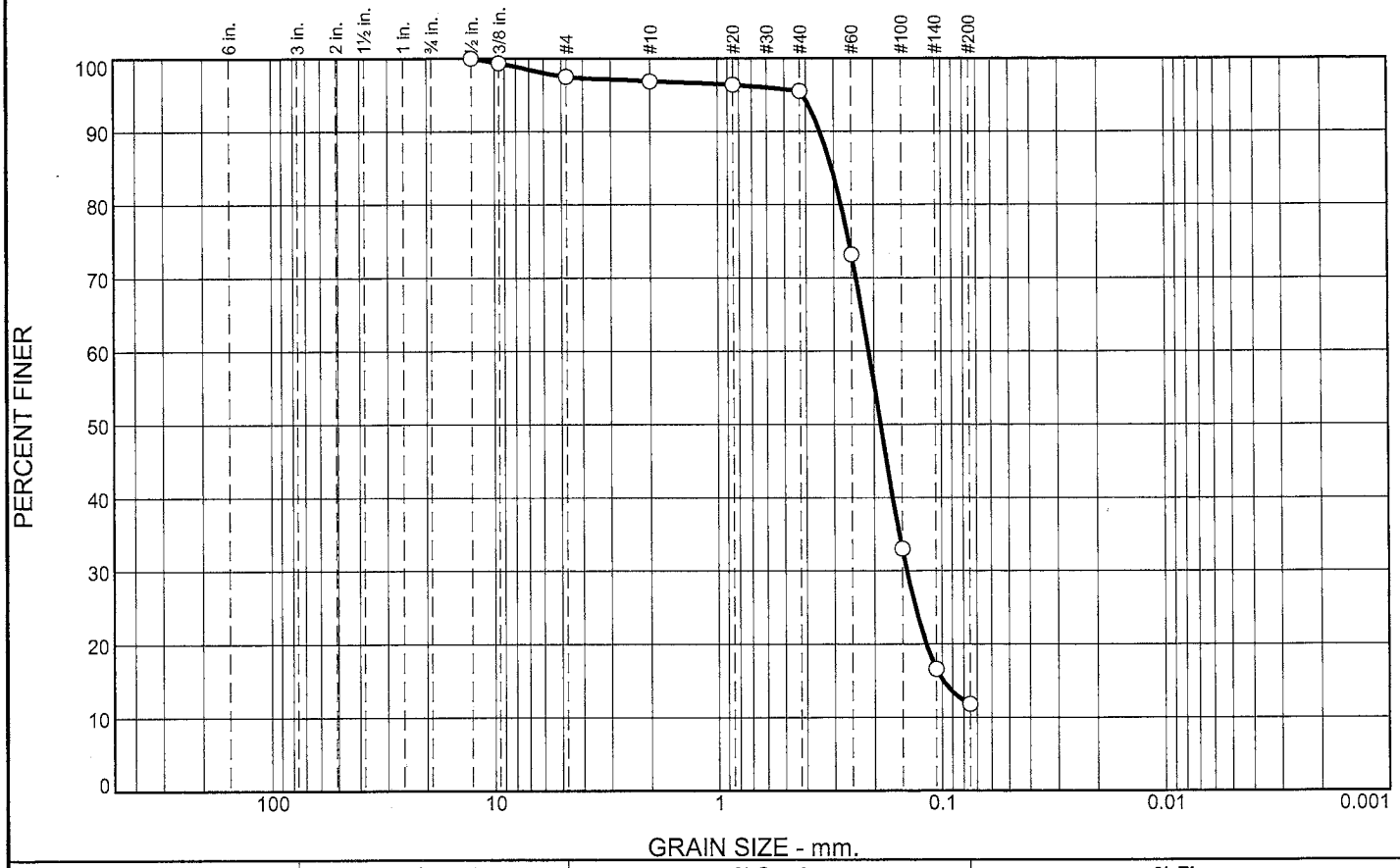
Source of Sample: B-4-4 **Depth:** 2.5-4.0 ft
Sample Number: S2 **Date:** 2/6/18

amec foster wheeler

Client: ALDOT
Project: ALDOT-Broad Street Phase 4
Project No: 7630-17--1449.04 **Figure**

Tested By: DW **Checked By:** JW

Particle Size Distribution (ASTM D6913-04(2009)e1)



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	2.5	0.6	1.3	83.8	11.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.5"	100.0		
0.375"	99.4		
#4	97.5		
#10	96.9		
#20	96.4		
#40	95.6		
#60	73.2		
#100	33.0		
#140	16.6		
#200	11.8		

* (no specification provided)

Soil Description

Grayish Brown Poorly Graded Sand with Clay

Atterberg Limits

PL= LL= PI=

Coefficients

D_{90}= 0.3450 D_{85}= 0.3061 D_{60}= 0.2106
D_{50}= 0.1868 D_{30}= 0.1432 D_{15}= 0.0989
D_{10}= C_u= C_c=

Classification

USCS= AASHTO=

Remarks

Lab No.: 16171

NMC = 21.4%

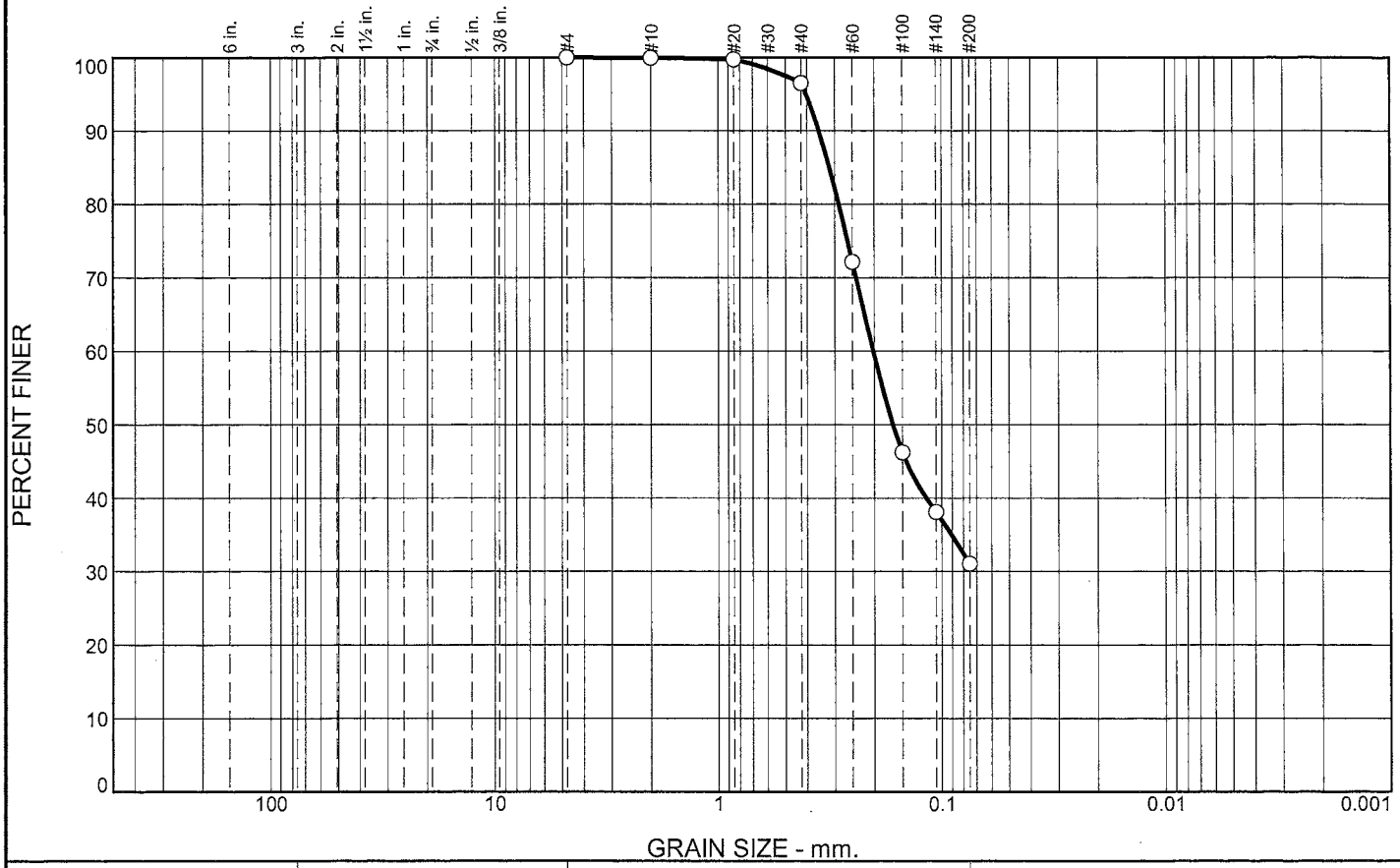
Source of Sample: B-4-4 **Depth:** 4.0-5.5 ft
Sample Number: S3 **Date:** 2/6/18

amec foster wheeler

Client: ALDOT
Project: ALDOT-Broad Street Phase 4
Project No: 7630-17--1449.04 **Figure**

Tested By: DW **Checked By:** JW

Particle Size Distribution (ASTM D6913-04(2009)e1)



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	3.5	65.4	31.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#4	100.0		
#10	100.0		
#20	99.8		
#40	96.5		
#60	72.2		
#100	46.2		
#140	38.1		
#200	31.1		

* (no specification provided)

Soil Description

Light Brown Clayey Sand

Atterberg Limits

PL= LL= PI=

Coefficients

D_{90}= 0.3529 D_{85}= 0.3168 D_{60}= 0.2019
D_{50}= 0.1652 D_{30}= D_{15}=
D_{10}= C_u= C_c=

Classification

USCS= AASHTO=

Remarks

Lab No.: 16172

NMC= 13.5%

Source of Sample: B-4-12 **Depth:** 2.5-4.0 ft
Sample Number: S2

Date: 2/6/18

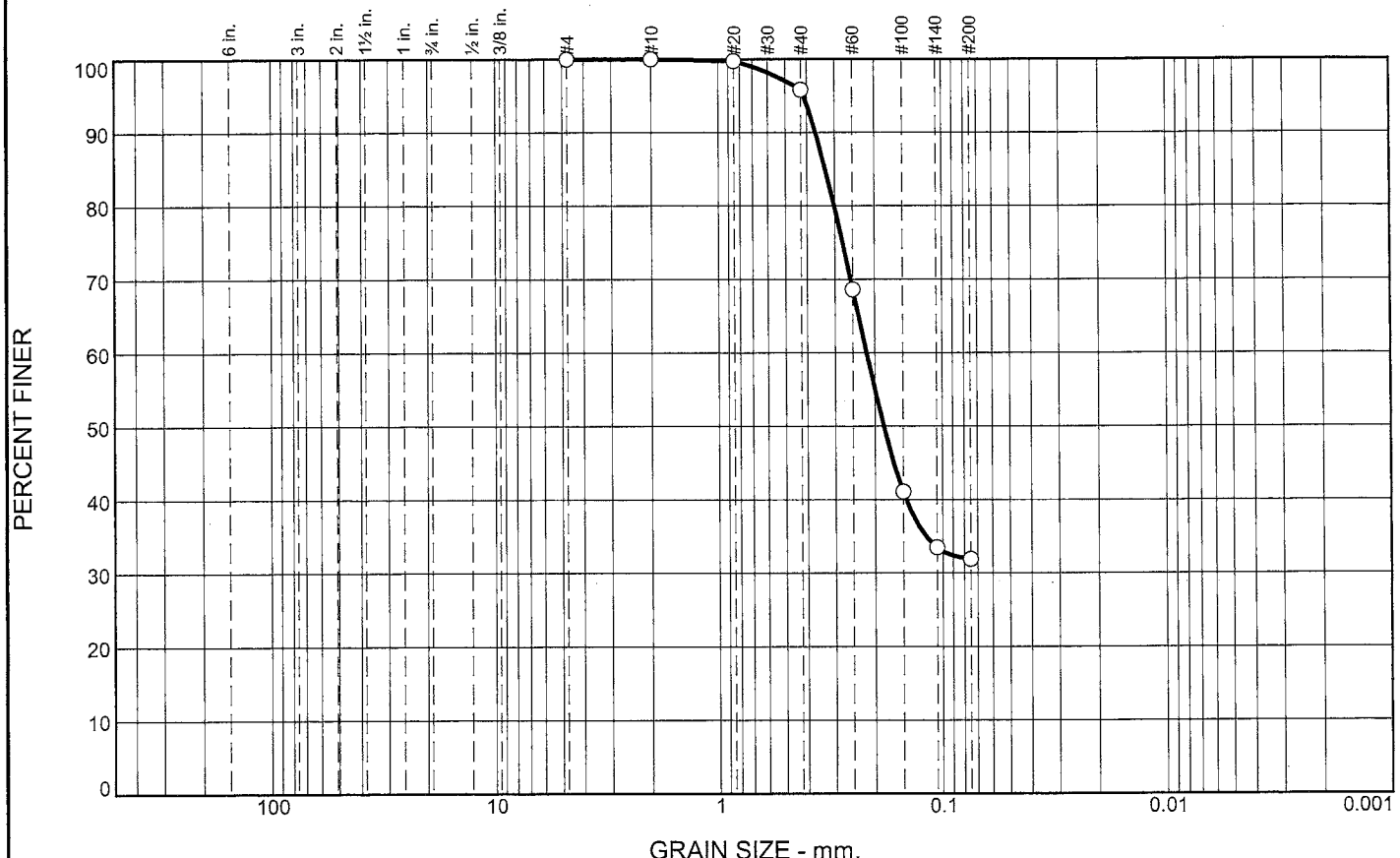
amec foster wheeler

Client: ALDOT
Project: ALDOT-Broad Street Phase 4

Project No: 7630-17--1449.04 **Figure**

Tested By: DW **Checked By:** JW

Particle Size Distribution (ASTM D6913-04(2009)e1)



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	4.1	64.0	31.9	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#4	100.0		
#10	100.0		
#20	99.7		
#40	95.9		
#60	68.6		
#100	41.1		
#140	33.5		
#200	31.9		

* (no specification provided)

Soil Description

Gryish Brown Clayey Sand

Atterberg Limits

PL= LL= PI=

Coefficients

D_{90}= 0.3650 D_{85}= 0.3300 D_{60}= 0.2174
D_{50}= 0.1825 D_{30}= D_{15}=
D_{10}= C_u= C_c=

Classification

USCS= AASHTO=

Remarks

Lab No.: 16173

NMC = 14.0%

Source of Sample: B-4-12 **Depth:** 4.0-5.5 ft
Sample Number: S3

Date: 2/6/18

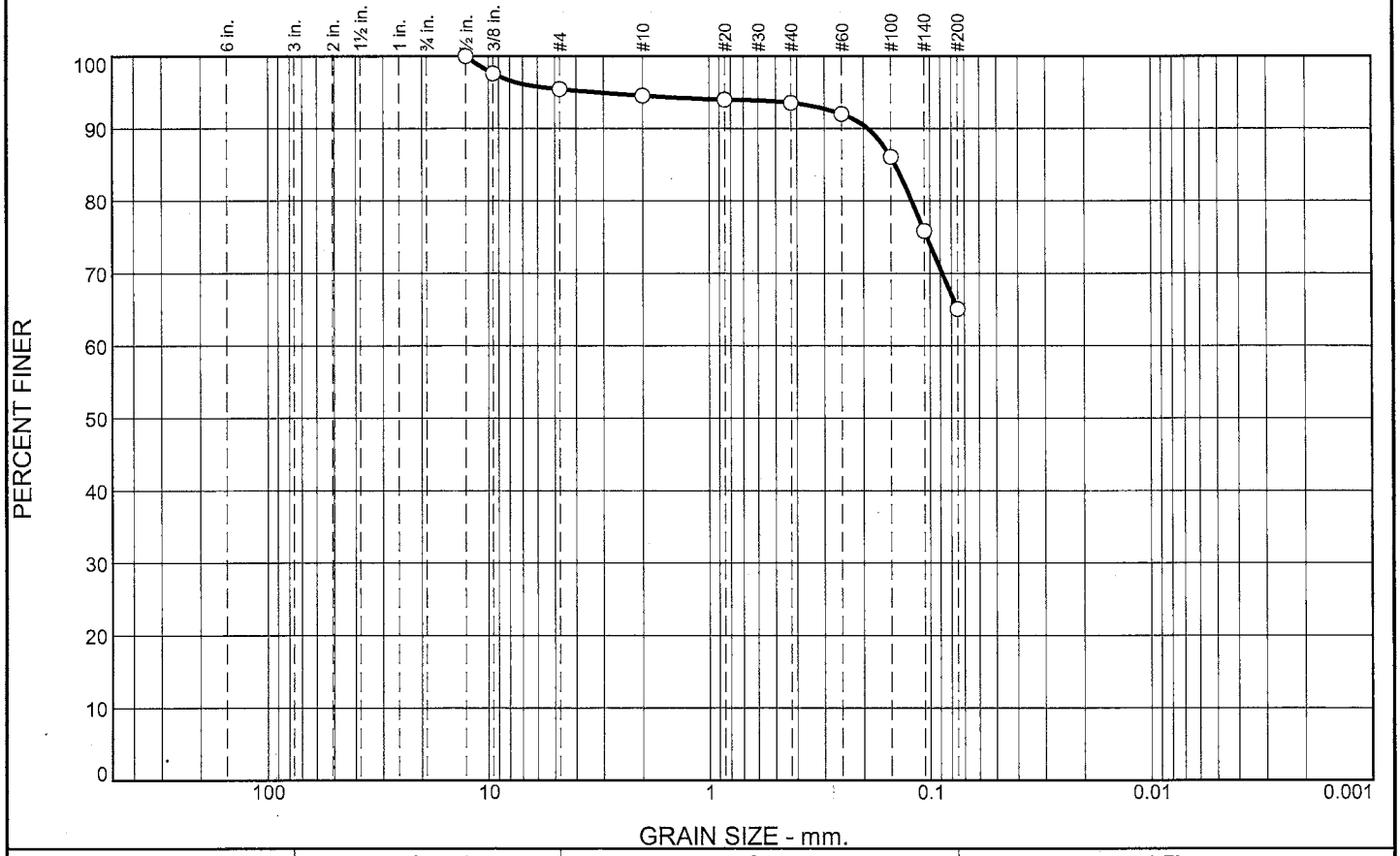
amec foster wheeler

Client: ALDOT
Project: ALDOT-Broad Street Phase 4

Project No: 7630-17--1449.04 **Figure**

Tested By: DW **Checked By:** JW

Particle Size Distribution (ASTM D6913-04(2009)e1)



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	4.5	0.9	1.0	28.5	65.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.5"	100.0		
0.375"	97.6		
#4	95.5		
#10	94.6		
#20	94.0		
#40	93.6		
#60	92.0		
#100	86.1		
#140	75.8		
#200	65.1		

* (no specification provided)

Soil Description

Brown, Orange and White Sandy Lean Clay

Atterberg Limits

PL= 19 LL= 46 PI= 27

Coefficients

D_{90}= 0.1900 D_{85}= 0.1434 D_{60}=
D_{50}= D_{30}= D_{15}=
D_{10}= C_u= C_c=

Classification

USCS= CL AASHTO= A-7-6(15)

Remarks

Lab No.: 16174

Source of Sample: B-4-29 **Depth:** 4.0-5.5 ft
Sample Number: S3 **Date:** 2/6/18

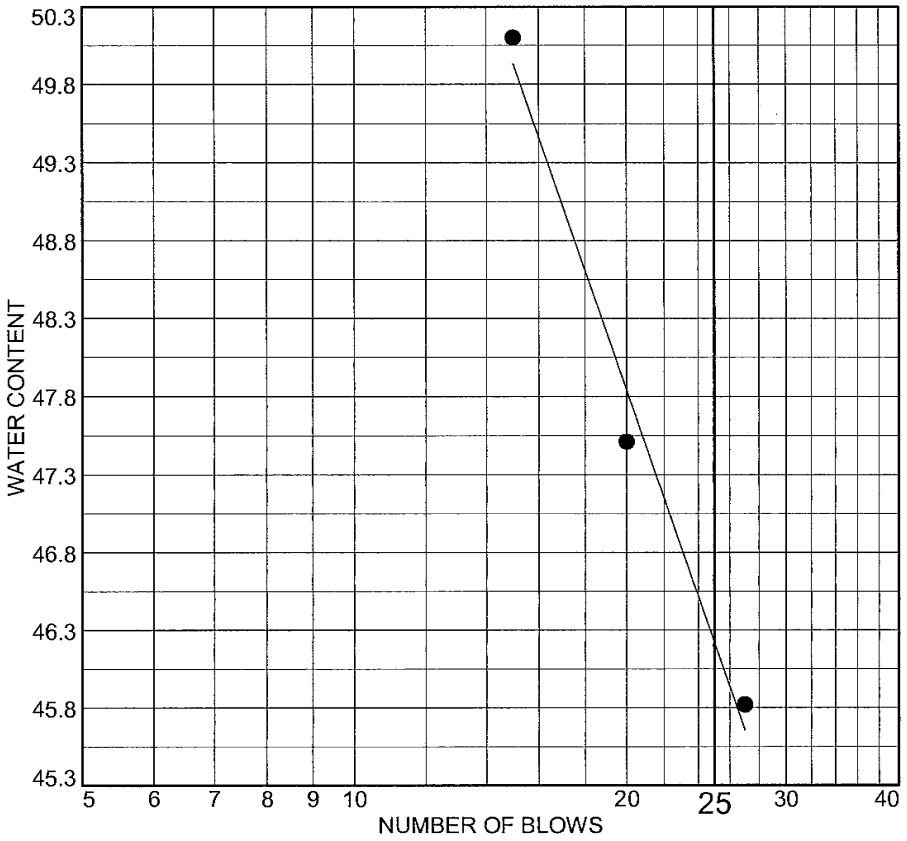
amec foster wheeler

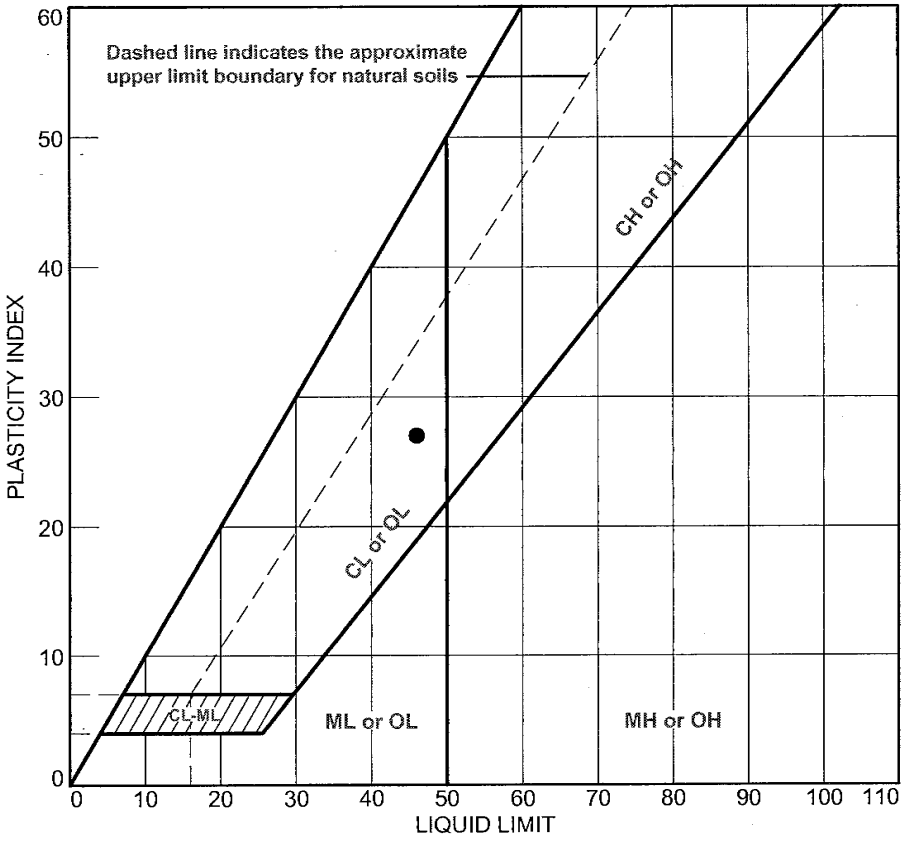
Client: ALDOT
Project: ALDOT-Broad Street Phase 4

Project No: 7630-17--1449.04 **Figure**

Tested By: DW **Checked By:** JW

LIQUID AND PLASTIC LIMITS TEST REPORT (ASTM D4318-10e1)





	SOURCE	SAMPLE #	DEPTH/ELEV.	DATE SAMPLED	USCS	MATERIAL DESCRIPTION	NM %	LL	PI
●	B-4-29	S3	4.0-5.5 ft	2/6/18	CL	Brown, Orange and White Sandy Lean Clay	20.7	46	27

Client ALDOT

Project ALDOT-Broad Street Phase 4

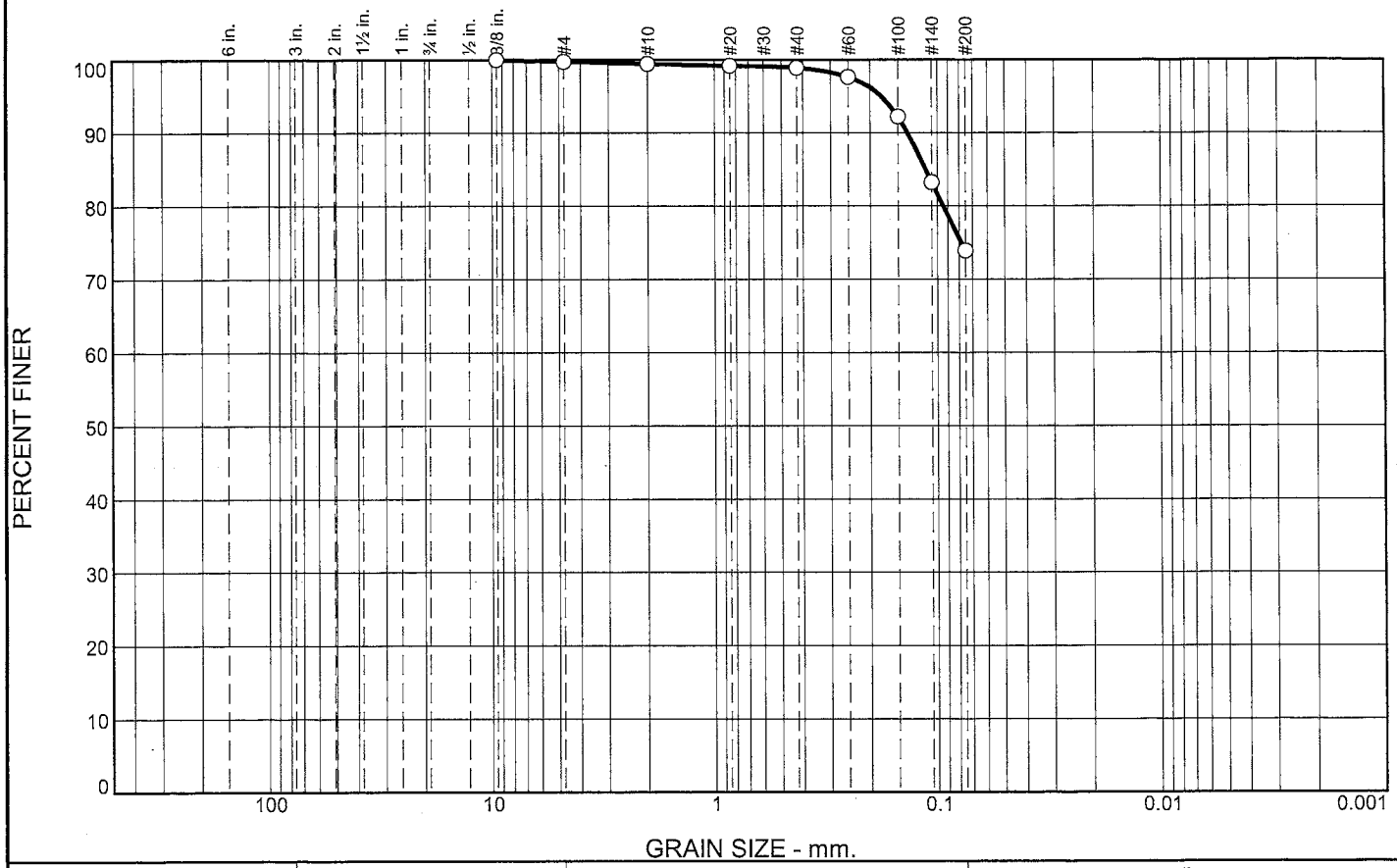
Project No. 7630-17--1449.04 | Figure

amec foster wheeler

● Lab No.: 16174

Tested By: DW **Checked By:** JW

Particle Size Distribution (ASTM D6913-04(2009)e1)



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.2	0.3	0.6	25.0	73.9	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
0.375"	100.0		
#4	99.8		
#10	99.5		
#20	99.2		
#40	98.9		
#60	97.6		
#100	92.2		
#140	83.2		
#200	73.9		

* (no specification provided)

Soil Description

Brown and White Lean Clay with Sand

Atterberg Limits

PL= 16 LL= 41 PI= 25

Coefficients

D_{90}= 0.1360 D_{85}= 0.1129 D_{60}=
D_{50}= D_{30}= D_{15}=
D_{10}= C_u= C_c=

Classification

USCS= CL AASHTO= A-7-6(17)

Remarks

Lab No.: 16175

Source of Sample: B-4-29 **Depth:** 2.5-4.0 ft
Sample Number: S2 **Date:** 2/6/18

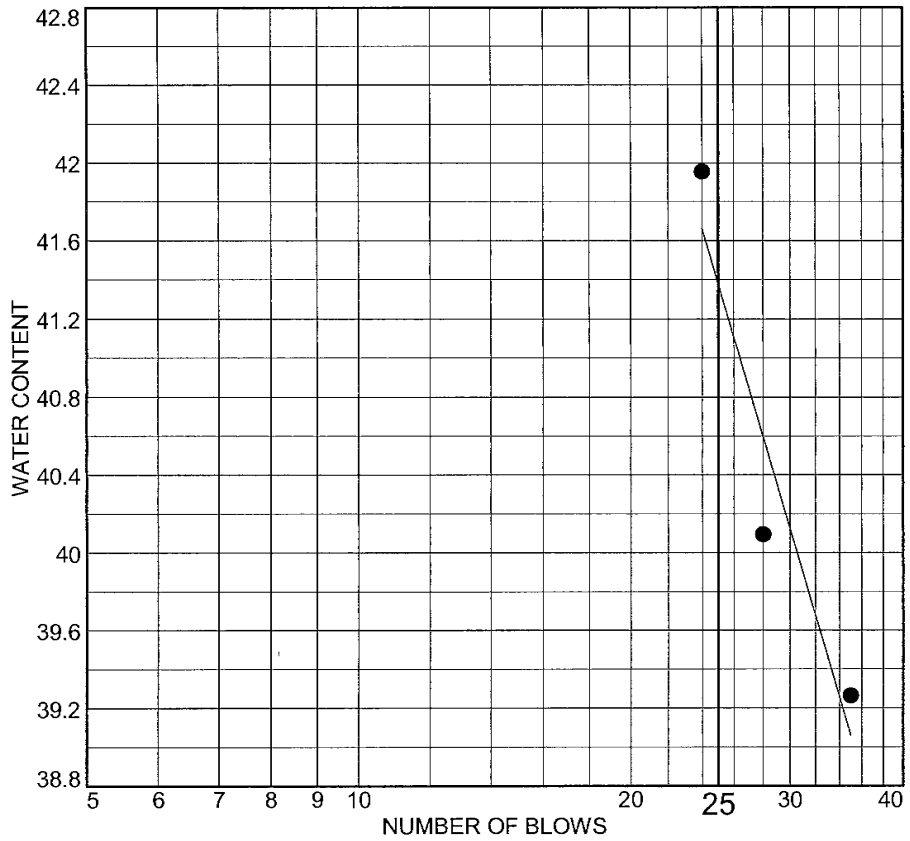
amec foster wheeler

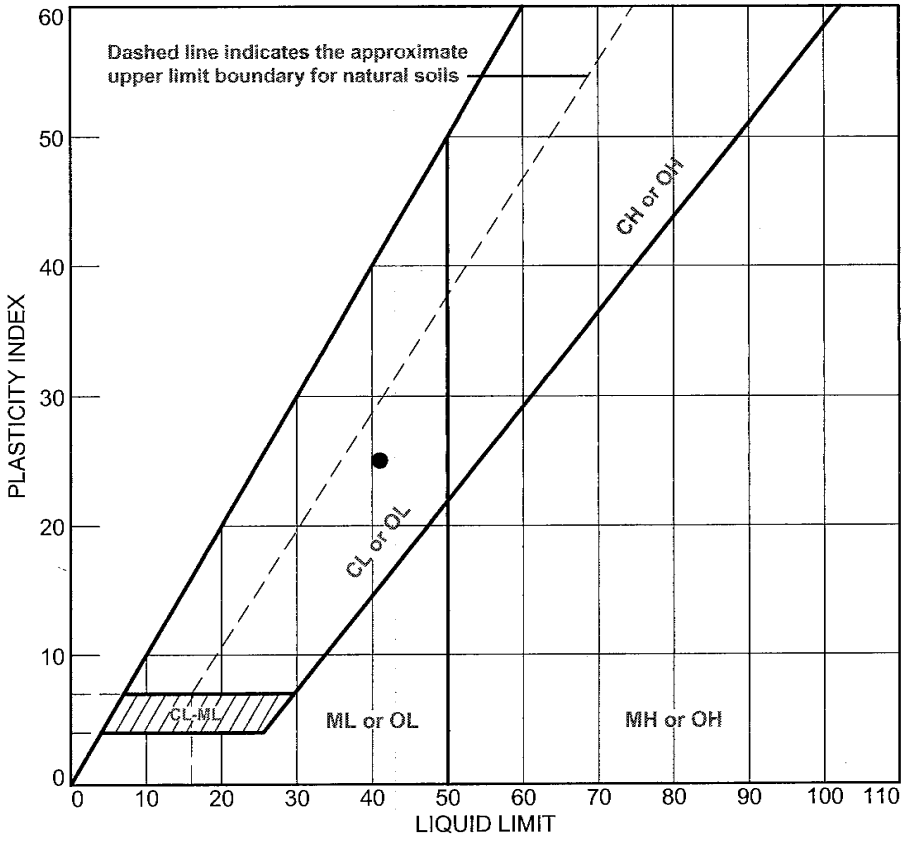
Client: ALDOT
Project: ALDOT-Broad Street Phase 4

Project No: 7630-17--1449.04 **Figure**

Tested By: DW **Checked By:** JW

LIQUID AND PLASTIC LIMITS TEST REPORT (ASTM D4318-10e1)





	SOURCE	SAMPLE #	DEPTH/ELEV.	DATE SAMPLED	USCS	MATERIAL DESCRIPTION	NM %	LL	PI
●	B-4-29	S2	2.5-4.0 ft	2/6/18	CL	Brown and White Lean Clay with Sand	20.9	41	25

Client ALDOT

Project ALDOT-Broad Street Phase 4

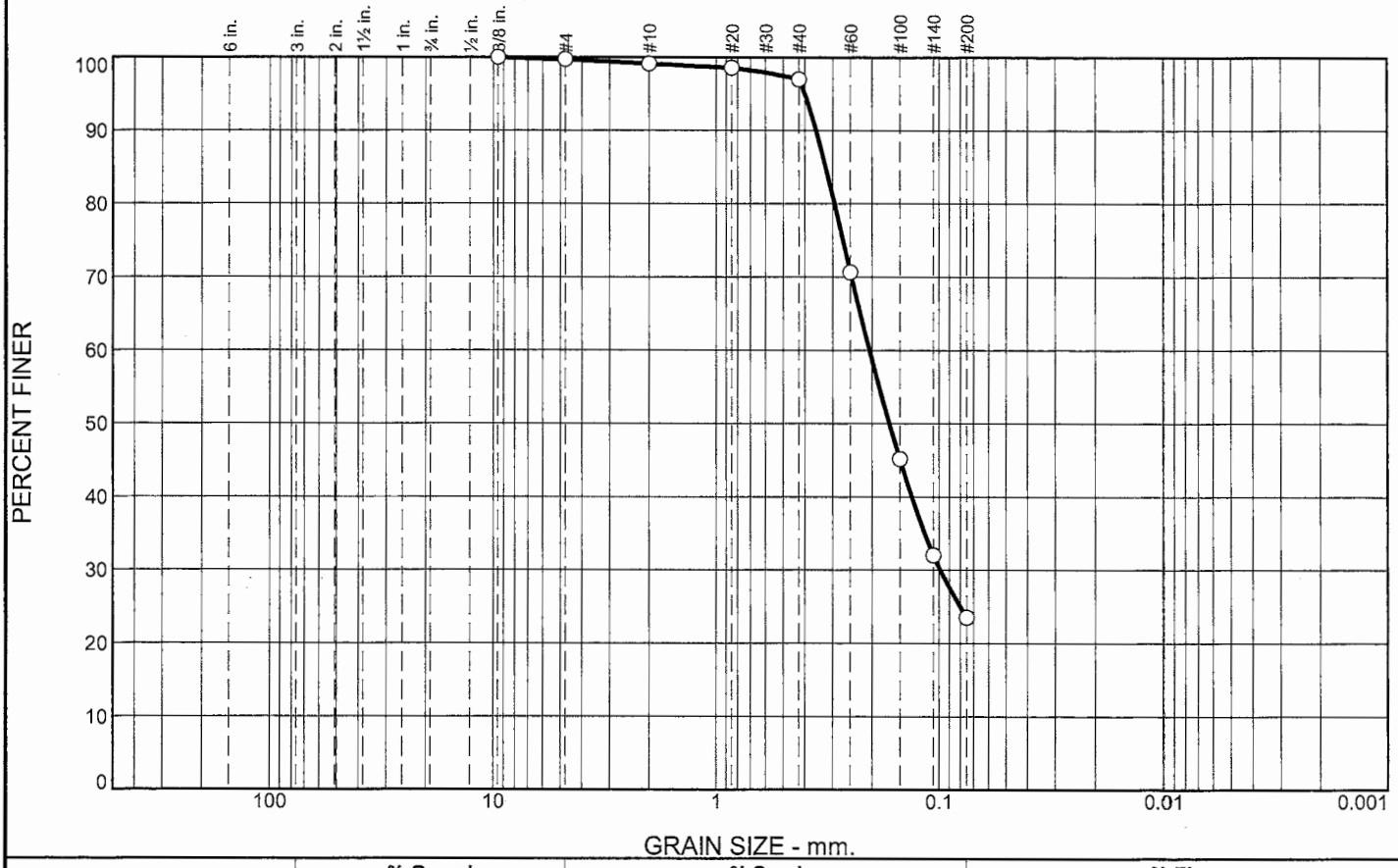
Project No. 7630-17--1449.04 Figure

amec foster wheeler

● Lab No.: 16175

Tested By: DW **Checked By:** JW

Particle Size Distribution (ASTM D6913-04(2009)e1)



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.3	0.6	2.1	73.5	23.5	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
0.375"	100.0		
#4	99.7		
#10	99.1		
#20	98.6		
#40	97.0		
#60	70.7		
#100	45.2		
#140	32.1		
#200	23.5		

* (no specification provided)

Soil Description

Brown Silty Sand

Atterberg Limits

PL= NP LL= NP PI= NP

Coefficients

D_{90}= 0.3552 D_{85}= 0.3220 D_{60}= 0.2051
D_{50}= 0.1669 D_{30}= 0.0987 D_{15}=
D_{10}= C_u= C_c=

Classification

USCS= SM AASHTO= A-2-4(0)

Remarks

Lab No.: 16176

Source of Sample: B-4-9 **Depth:** 1.0-2.5 ft
Sample Number: S1 **Date:** 2/6/18

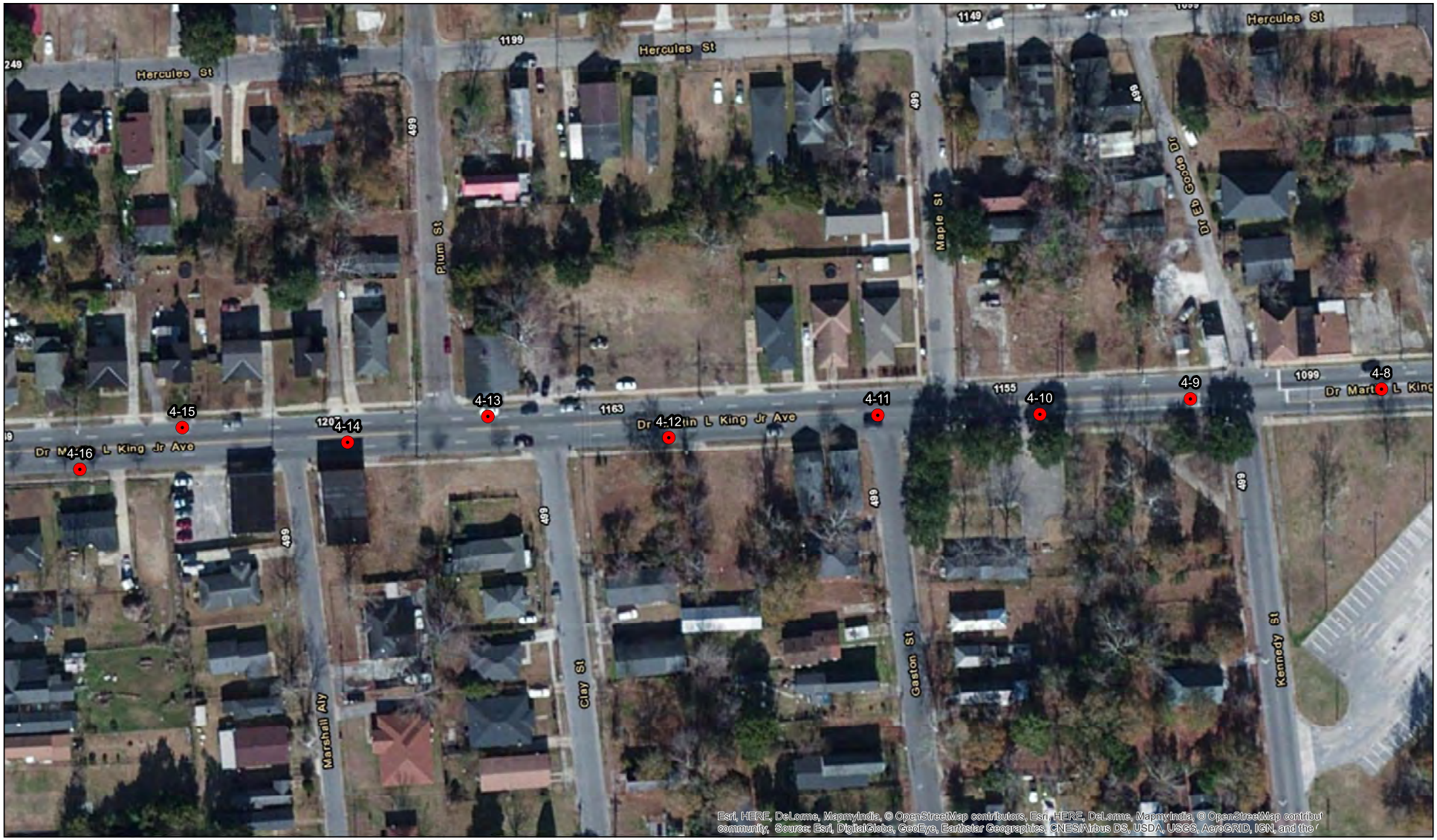
amec foster wheeler

Client: ALDOT
Project: ALDOT-Broad Street Phase 4
Project No: 7630-17--1449.04 **Figure**

Tested By: DW **Checked By:** JW

APPENDIX C

Amec Foster Wheeler Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 125 Birmingham, Alabama 35242 (205) 980-6402	DRAWN / CHECKED TTT / MMA	FIGURE D-16: Boring Location Map (Sheet 1 of 5)	Alabama Department of Transportation Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV Mobile, Mobile County ALDOT Project No.: ST-049-999-013
	REVISED 02-21-2018	PROJECT NUMBER 7630-17-1449	



0 80 160 240 320 Feet

● 4-9 Approximate location of soil boring

N

Amec Foster Wheeler Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 125 Birmingham, Alabama 35242 (205) 980-6402	DRAWN / CHECKED TTT / MMA	FIGURE D-17: Boring Location Map (Sheet 2 of 5)	Alabama Department of Transportation Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV Mobile, Mobile County ALDOT Project No.: ST-049-999-013
	REVISED 02-21-2018	PROJECT NUMBER 7630-17-1449	

Amec Foster Wheeler Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 125 Birmingham, Alabama 35242 (205) 980-6402	DRAWN / CHECKED TTT / MMA	FIGURE D-18: Boring Location Map (Sheet 3 of 5)	Alabama Department of Transportation Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV Mobile, Mobile County ALDOT Project No.: ST-049-999-013
	REVISED 02-21-2018	PROJECT NUMBER 7630-17-1449	

0 80 160 240 320 Feet

4-24 Approximate location of soil boring

N

mec Foster Wheele Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 125 Birmingham, Alabama 35242 (205) 980-6402	DRAWN / CHECKED TTT / MMA	FIGURE D-19: Boring Location Map (Sheet 4 of 5)	Alabama Department of Transportation Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV Mobile, Mobile County ALDOT Project No.: ST-049-999-013
	REVISED 02-21-2018	PROJECT NUMBER 7630-17-1449	

Amec Foster Wheeler Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 125 Birmingham, Alabama 35242 (205) 980-6402	DRAWN / CHECKED TTT / MMA	FIGURE D-20: Boring Location Map (Sheet 5 of 5)	Alabama Department of Transportation Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV Mobile, Mobile County ALDOT Project No.: ST-049-999-013
	REVISED 02-21-2018	PROJECT NUMBER 7630-17-1449	

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2018-3005-04	2018	

NOTES:

THE SUBSURFACE CONDITIONS ENCOUNTERED AT THE BORING LOCATIONS ARE SHOWN ON THE TEST BORING RECORDS. THESE RECORDS REPRESENT OUR INTERPRETATION OF THE SUBSURFACE CONDITIONS BASED ON THE FIELD LOGS AND VISUAL CLASSIFICATION OF FIELD SAMPLES BY A GEOTECHNICAL PROFESSIONAL, AND MAY NOT NECESSARILY REFLECT THE ACTUAL VARIATION IN SUBSURFACE CONDITIONS BETWEEN BORINGS AND SAMPLES. THE LINES DESIGNATING THE INTERFACE BETWEEN VARIOUS STRATA ON THE RECORDS REPRESENT THE APPROXIMATE INTERFACE LOCATION. THE ACTUAL TRANSITION BETWEEN STRATA MAY BE GRADUAL. THE OBSERVED WATER LEVELS AND CONDITIONS INDICATED ON THE BORING LOGS ARE AS RECORDED AT THE TIME OF EXPLORATION. THESE WATER LEVELS AND CONDITIONS MAY VARY CONSIDERABLY WITH TIME ACCORDING TO THE PREVAILING CLIMATE, RAINFALL OR OTHER FACTORS AND ARE OTHERWISE DEPENDENT ON THE DURATION OF AND THE METHODS USED IN THE EXPLORATION PROGRAM. THIS INFORMATION WAS PREPARED AND IS INTENDED FOR STATE DESIGN AND ESTIMATE PURPOSES. ITS PRESENTATION ON THE PLANS OR ELSEWHERE IS FOR THE PURPOSE OF PROVIDING INTENDED USERS WITH ACCESS TO THE SAME INFORMATION AVAILABLE TO THE STATE. THIS SUBSURFACE INFORMATION IS PRESENTED IN GOOD FAITH AND IS NOT INTENDED AS A SUBSTITUTE FOR PERSONAL INVESTIGATION, INDEPENDENT INTERPRETATIONS OR JUDGMENT OF THE CONTRACTOR. THE GEOTECHNICAL REPORT PREPARED BY AMEC FOSTER WHEELER IS AVAILABLE FOR REVIEW AT THE GEOTECHNICAL SECTION OF THE BUREAU OF MATERIALS AND TESTS.

REFERENCE:
CHECKLIST AND GUIDELINES FOR REVIEW OF GEOTECHNICAL REPORTS AND PRELIMINARY PLANS AND SPECIFICATION, FEDERAL HIGHWAY ADMINISTRATION PUBLICATION NO.: FHWA ED-88-053, AUGUST 1988 (REVISED FEBRUARY 2003)

Rock Type Symbol Legend

SYMBOL	ROCK TYPE
	COAL/LIGNITE
	CONGLOMERATE
	GNEISS
	LIMESTONE/DOLOMITE
	QUARTZITE
	SANDSTONE
	SHALE
	SILTSTONE
	VOIDS - FILLED
	VOIDS

Miscellaneous Symbol Legend

	ASPHALT
	CONCRETE
	WATER

Soil Classification Symbol Legend

SYMBOL	USCS	AASHTO
	GW	A-1-a
	GP	A-1-a
	GM	A-1-b
	GC	A-2-6, A-2-7
	SW	A-1-b
	SP	A-3
	SM	A-2-4, A-2-5
	SC	A-2-6, A-2-7
	ML	A-4
	CL	A-6
	MH	A-5
	CH	A-7
	FILL	
	MUCK/PEAT	
	TOPSOIL	

Sample Type and Water Level Symbol Legend

	Dynamic Cone Penetrometer
	No Recovery
	Power Auger without Sampling
	Rock Core Sample
	Split Spoon Sample
	Undisturbed Sample
	Caved Depth
	Water level at time of drilling
	Water level after drilling
	Delayed water level

SPT — Standard Penetration Test Resistance (blows per foot)

PPV — Pocket Penetrometer Value

50/100 — Rock Quality Designation / Core Recovery %

KEY TO SYMBOLS AND DESCRIPTIONS

ALABAMA LICENSED No. 26265 PROFESSIONAL ENGINEER MEDHAT M. ABDALLA 4/1/2024

Alabama Department of Transportation

amec foster wheeler
Amec Foster Wheeler, Inc.
4000 Meadow Lake Drive, Suite 125
Birmingham, Alabama, 35242

APPROVED:

GEOTECHNICAL ENGINEER

DATE: 4/1/2024

PROJECT NAME:

DR. MARTIN LUTHER KING JR AVENUE FROM BUTCHERS LANE TO BEAUREGARD STREET (SR-16) PHASE IV

MOBILE, MOBILE COUNTY

AMEC FOSTER WHEELER PROJECT NO.: 7630-17-1449

ALDOT PROJECT NO.: ST-049-999-013

TEST BORING RECORD
SHEET 1 OF 6

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2018-3005-04	2018	

STA. 95+21
CL
Boring No.: 4-1

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1
Latitude: N 30° 41' 48.55"
Longitude: W 88° 03' 21.72"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW)	GR. COND.	LEGEND	SAMPLE DEPTH	L.D.	SAMPLES TYPE	N-VALUE 1st 6in	2nd 6in	3rd 6in	P.P. (tsf)	REMARKS
	0	(0 ft) ASPHALT (5")										
		(0.4 ft) CONCRETE (5")										
		(0.8 ft) BASE (2")										
		(1 ft) Firm, lightly moist, brown, coarse SAND - A-1-b			1.0	SS-1		7	8	10		
					2.5	SS-2		8	7	7		
		(2.5 ft) Firm, lightly moist, light brown, coarse SAND - A-1-b										
		(4 ft) Very loose, moist, gray, coarse SAND - A-1-b			4.0	SS-3		1	2	2		
	5				8.5	SS-4		woh	woh	woh		
	10	Boring Terminated at 10 feet.										
	15											
	20											

STA. 93+90
CL
Boring No.: 4-2

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1
Latitude: N 30° 41' 48.86"
Longitude: W 88° 03' 23.40"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW)	GR. COND.	LEGEND	SAMPLE DEPTH	L.D.	SAMPLES TYPE	N-VALUE 1st 6in	2nd 6in	3rd 6in	P.P. (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")										
		(0.3 ft) CONCRETE (6")										
		(0.8 ft) BASE (2")										
		(1 ft) Firm, lightly moist, gray, coarse SAND - A-1-b			1.0	SS-1		8	9	9		
					2.5	SS-2		7	8	7		
		(2.5 ft) Firm, lightly moist, gray-brown, coarse SAND - A-1-b										
		(4 ft) Loose, moist, gray, coarse SAND - A-1-b			4.0	SS-3		5	6	4		
	5											
	10	Boring Terminated at 5.5 feet.										
	15											
	20											

STA. 92+00
CL
Boring No.: 4-3

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1
Latitude: N 30° 41' 49.75"
Longitude: W 88° 03' 25.18"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW)	GR. COND.	LEGEND	SAMPLE DEPTH	L.D.	SAMPLES TYPE	N-VALUE 1st 6in	2nd 6in	3rd 6in	P.P. (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")										
		(0.3 ft) CONCRETE (6")										
		(0.8 ft) BASE (2")										
		(1 ft) Firm, moist, brown and beige, coarse SAND - A-1-b			1.0	SS-1		7	7	7		
					2.5	SS-2		11	10	13		
		(2.5 ft) Very firm, moist, brown, coarse SAND - A-1-b										
		(4 ft) Firm, moist, gray, coarse SAND - A-1-b			4.0	SS-3		5	7	7		
	5											
	10	Boring Terminated at 5.5 feet.										
	15											
	20											

STA. 90+28
CL
Boring No.: 4-4

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
AMEC Project No.: 7630171449

PAGE 1 OF 1
Latitude: N 30° 41' 49.86"
Longitude: W 88° 03' 28.35"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Ground-water At Time of Drilling: ---
Ground-water Upon Completion of Drilling: ---
Stabilized Ground-water Level: 5.4 ft (24 hours)
Cave-in Depth: ---

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW)	GR. COND.	LEGEND	SAMPLE DEPTH	L.D.	SAMPLES TYPE	N-VALUE 1st 6in	2nd 6in	3rd 6in	P.P. (tsf)	REMARKS
	0	(0 ft) ASPHALT (5")										
		(0.4 ft) CONCRETE (6")										
		(0.9 ft) BASE (1")										
		(1 ft) Firm, moist, gray, clayey SAND - A-2-4			1.0	SS-1		8	8	8		w = 14.3% -#200 = 20.5%
					2.5	SS-2		7	9	6		w = 18.8% -#200 = 15.1%
		(4 ft) Loose, moist, gray, poorly graded SAND with clay- A-1-b			4.0	SS-3		5	4	5		w = 21.4% -#200 = 11.8%
	5				8.5	SS-4		woh	woh	woh		
		(8.5 ft) Very loose, damp, gray, coarse SAND - A-1-b										
	10				13.5	SS-5		woh	woh	woh		
		(14.2 ft) Very loose, damp, dark brown, CLAY - A-2-4										
	15	Boring Terminated at 15 feet.										
	20											

STA. 88+68
CL
Boring No.: 4-5

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1
Latitude: N 30° 41' 50.82"
Longitude: W 88° 03' 28.31"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW)	GR. COND.	LEGEND	SAMPLE DEPTH	L.D.	SAMPLES TYPE	N-VALUE 1st 6in	2nd 6in	3rd 6in	P.P. (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")										
		(0.3 ft) CONCRETE (6")										
		(0.8 ft) BASE (2")										
		(1 ft) Loose, moist, brown, coarse SAND - A-1-b			1.0	SS-1		4	6	9		
					2.5	SS-2		7	13	20		
		(2.5 ft) Firm, moist, brown, coarse SAND - A-1-b										
		(4 ft) Firm, moist, gray, coarse SAND - A-1-b			4.0	SS-3		7	8	15		
	5											
	10	Boring Terminated at 5.5 feet.										
	15											
	20											

STA. 88+02
CL
Boring No.: 4-6

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1
Latitude: N 30° 41' 51.15"
Longitude: W 88° 03' 30.10"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW)	GR. COND.	LEGEND	SAMPLE DEPTH	L.D.	SAMPLES TYPE	N-VALUE 1st 6in	2nd 6in	3rd 6in	P.P. (tsf)	REMARKS
	0	(0 ft) ASPHALT (1")										
		(0.1 ft) CONCRETE (6")										
		(0.6 ft) BASE (5")										
		(1 ft) Firm, lightly moist, gray-brown, coarse SAND - A-1-b			1.0	SS-1		8	8	6		
					2.5	SS-2		6	10	8		
		(2.5 ft) Firm, moist, gray, coarse SAND - A-1-b			4.0	SS-3		8	9	8		
	5											
	10	Boring Terminated at 5.5 feet.										
	15											
	20											

STA. 85+22
6 ft Left of CL
Boring No.: 4-7

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1
Latitude: N 30° 41' 51.99"
Longitude: W 88° 03' 31.73"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW)	GR. COND.	LEGEND	SAMPLE DEPTH	L.D.	SAMPLES TYPE	N-VALUE 1st 6in	2nd 6in	3rd 6in	P.P. (tsf)	REMARKS
	0	(0 ft) ASPHALT (6")										
		(0.5 ft) CONCRETE (4")										
		(0.8 ft) BASE (2")										
		(1 ft) Very loose, moist, gray, brown, and beige, coarse SAND - A-1-b			1.0	SS-1		3	3	3		
					2.5	SS-2		2	3	4		
		(2.5 ft) Very loose, moist, gray, silty SAND - A-2-4			4.0	SS-3		2	3	5		
	5											
	10	(4 ft) Loose, moist, gray, silty SAND - A-2-4										
	15	Boring Terminated at 5.5 feet.										
	20											

ALABAMA
LICENSED
No. 28265
PROFESSIONAL
ENGINEER
MEDHAT M. ABDALLA
4/1/24

Alabama Department of Transportation

amec foster wheeler
Amec Foster Wheeler, Inc.
4000 Meadow Lake Drive, Suite 125
Birmingham, Alabama, 35242

APPROVED:

GEOTECHNICAL ENGINEER
DATE: 4/1/2024

PROJECT NAME:
DR. MARTIN LUTHER KING JR AVENUE FROM BUTCHERS LANE TO BEAUREGARD STREET (SR-16) PHASE IV

MOBILE, MOBILE COUNTY

AMEC FOSTER WHEELER PROJECT NO.: 7630-17-1449

ALDOT PROJECT NO.: ST-049-999-013

TEST BORING RECORD
SHEET 2 OF 6

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2018-3005-04	2018	

STA. 84+31
CL
Boring No.: 4-8

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 52.51"
Longitude: W 88° 03' 33.40"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CR. CORE LEGEND	SAMPLE DEPTH	LG	SAMPLES TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PPF (tsf)	REMARKS
	0	(0 ft) ASPHALT (5")							
		(0.4 ft) CONCRETE (6")							
		(0.9 ft) BASE (1")							
		(1 ft) Very firm, lightly moist, light brown and beige, coarse SAND - A-1-b		1.0		SS-1	12-12-13 (N = 25)	---	
		(2.5 ft) Very firm, lightly moist, gray, coarse SAND - A-1-b		2.5		SS-2	8-8-13 (N = 21)	---	
		(4 ft) Firm, lightly moist, gray, coarse SAND - A-1-b		4.0		SS-3	5-8-10 (N = 18)	---	
	5	Boring Terminated at 5.5 feet.							
	10								
	15								
	20								

STA. 82+01
CL
Boring No.: 4-9

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 53.33"
Longitude: W 88° 03' 35.20"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CR. CORE LEGEND	SAMPLE DEPTH	LG	SAMPLES TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PPF (tsf)	REMARKS
	0	(0 ft) ASPHALT (2")							
		(0.3 ft) CONCRETE (3")							
		(0.4 ft) BASE (7")							
		(1 ft) Firm, moist, brown and beige, silty SAND - A-2-4		1.0		SS-1	1-3-8 (N = 11)	---	w = 16.7%; -#200 = 25.5%
		(2.5 ft) Loose, moist, brown-red, coarse SAND - A-1-b		2.5		SS-2	2-2-1 (N = 3)	---	w = 13.5%; -#200 = 31.1%
		(4 ft) Loose, moist, gray, coarse SAND - A-1-b		4.0		SS-3	1-3-5 (N = 8)	---	w = 14.0%; -#200 = 31.9%
	5	Boring Terminated at 5.5 feet.							
	10								
	15								
	20								

STA. 80+70
18 ft Right of CL
Boring No.: 4-10

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 53.57"
Longitude: W 88° 03' 37.04"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CR. CORE LEGEND	SAMPLE DEPTH	LG	SAMPLES TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PPF (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")							
		(0.3 ft) CONCRETE (1")							
		(0.4 ft) BASE (7")							
		(1 ft) Firm, lightly moist, gray, brown, and beige, coarse SAND - A-1-b		1.0		SS-1	10-10-4 (N = 14)	---	
		(2.5 ft) Loose, lightly moist, gray, coarse SAND - A-1-b		2.5		SS-2	2-3-5 (N = 8)	---	Encountered water line and discontinued drilling.
		(3 ft) Not drilled because of the proximity of underground utilities							
	5								
	10								
	15								
	20								

STA. 79+47
CL
Boring No.: 4-11

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 54.27"
Longitude: W 88° 03' 38.14"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CR. CORE LEGEND	SAMPLE DEPTH	LG	SAMPLES TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PPF (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")							
		(0.3 ft) CONCRETE (3")							
		(0.6 ft) BASE (5")							
		(1 ft) Firm, moist, brown and beige, coarse SAND - A-1-b		1.0		SS-1	12-8-4 (N = 12)	---	
		(2.5 ft) Loose, moist, brown-red, coarse SAND - A-1-b		2.5		SS-2	1-2-1 (N = 3)	---	
		(4 ft) Very loose, moist, brown, silty SAND - A-2-4		4.0		SS-3	woh-1-2 (N = 3)	---	
		(8.5 ft) Very loose, moist, gray, silty SAND - A-2-4		8.5		SS-4	woh-woh-woh	---	
	10	Boring Terminated at 10 feet.							
	15								
	20								

STA. 77+85
8 ft Right of CL
Boring No.: 4-12

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 54.69"
Longitude: W 88° 03' 40.29"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CR. CORE LEGEND	SAMPLE DEPTH	LG	SAMPLES TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PPF (tsf)	REMARKS
	0	(0 ft) ASPHALT (8")							
		(0.5 ft) CONCRETE (5")							
		(0.9 ft) BASE (1")							
		(1 ft) Loose, lightly moist, brown, clayey SAND - A-2-4		1.0		SS-1	2-3-4 (N = 8)	---	
				2.5		SS-2	3-3-4 (N = 8)	---	
		(4 ft) Firm, lightly moist, gray, brown, clayey SAND - A-2-4		4.0		SS-3	3-5-8 (N = 13)	---	
	5	Boring Terminated at 5.5 feet.							
	10								
	15								
	20								

STA. 76+11
11 ft Left of CL
Boring No.: 4-13

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 55.48"
Longitude: W 88° 03' 41.57"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CR. CORE LEGEND	SAMPLE DEPTH	LG	SAMPLES TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PPF (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")							
		(0.3 ft) CONCRETE (4")							
		(0.7 ft) BASE (4")							
		(1 ft) Loose, moist, dark gray, silty SAND - A-2-4		1.0		SS-1	4-4-2 (N = 8)	---	
		(2.5 ft) Very loose, moist, dark gray, silty SAND - A-2-4		2.5		SS-2	2-1-1 (N = 2)	---	
		(4 ft) Very loose, moist, gray, silty SAND - A-2-4		4.0		SS-3	woh-1-2 (N = 3)	---	
				8.5		SS-4	woh-woh-woh	---	
	10	Boring Terminated at 10 feet.							
	15								
	20								

STA. 74+85
CL
Boring No.: 4-14

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 55.72"
Longitude: W 88° 03' 43.31"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CR. CORE LEGEND	SAMPLE DEPTH	LG	SAMPLES TYPE	N-VALUE 1st 6" 2nd 6" 3rd 6"	PPF (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")							
		(0.3 ft) CONCRETE (6")							
		(0.8 ft) BASE (2")							
		(1 ft) Firm, lightly moist, brown and beige, coarse SAND - A-1-b		1.0		SS-1	11-10-4 (N = 14)	---	
		(2.5 ft) Loose, lightly moist, gray-brown, coarse SAND - A-1-b		2.5		SS-2	4-4-4 (N = 8)	---	
		(4 ft) Loose, lightly moist, gray, coarse SAND - A-1-b		4.0		SS-3	3-4-6 (N = 10)	---	
	5	Boring Terminated at 5.5 feet.							
	10								
	15								
	20								

ALABAMA
LICENSED
No. 28265
PROFESSIONAL
ENGINEER
MEDHAT M. ABDALLA
4/1/24

Alabama Department of Transportation

amec foster wheeler
Amec Foster Wheeler, Inc.
4000 Meadow Lake Drive, Suite 125
Birmingham, Alabama, 35242

APPROVED:

GEOTECHNICAL ENGINEER

DATE: 4/1/2024

PROJECT NAME:

DR. MARTIN LUTHER KING JR AVENUE FROM BUTCHERS LANE TO BEAUREGARD STREET (SR-16) PHASE IV

MOBILE, MOBILE COUNTY

AMEC FOSTER WHEELER PROJECT NO.: 7630-17-1449

ALDOT PROJECT NO.: ST-049-999-013

TEST BORING RECORD
SHEET 3 OF 6

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2018-3005-04	2018	

STA. 73+70
6 ft Left of CL
Boring No.: 4-15

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 56.66"
Longitude: W 88° 03' 45.02"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	ER. COND.	LEGEND	SAMPLE DEPTH	I.D.	SAMPLES TYPE	N-VALUE 6" to 6" to 6" (N)	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")								
		(0.3 ft) CONCRETE (4")								
		(0.7 ft) BASE (4")								
		(1 ft) Firm, lightly moist, brown-red, coarse SAND - A-1-b			1.0	SS-1		11-9-7 (N = 16)		
		(2.5 ft) Firm, lightly moist, gray-brown, coarse SAND - A-1-b			2.5	SS-2		3-4-6 (N = 10)		
		(4 ft) Loose, lightly moist, gray-brown, silty SAND - A-2-4			4.0	SS-3		woh-3-5 (N = 8)		
	5	Boring Terminated at 5.5 feet.								
	10									
	15									
	20									

STA. 72+47
5 ft Right of CL
Boring No.: 4-16

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 56.65"
Longitude: W 88° 03' 45.99"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	ER. COND.	LEGEND	SAMPLE DEPTH	I.D.	SAMPLES TYPE	N-VALUE 6" to 6" to 6" (N)	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (5")								
		(0.5 ft) CONCRETE (5")								
		(0.9 ft) BASE (1")								
		(1 ft) Firm, lightly moist, gray, coarse SAND - A-1-b			1.0	SS-1		5-5-6 (N = 11)		
		(2.5 ft) Loose, lightly moist, gray-brown, coarse SAND - A-1-b			2.5	SS-2		3-5-5 (N = 10)		
					4.0	SS-3		2-4-4 (N = 8)		
	5	Boring Terminated at 5.5 feet.								
	10									
	15									
	20									

STA. 70+66
9 ft Left of CL
Boring No.: 4-17

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 57.64"
Longitude: W 88° 03' 47.80"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	ER. COND.	LEGEND	SAMPLE DEPTH	I.D.	SAMPLES TYPE	N-VALUE 6" to 6" to 6" (N)	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (5")								
		(0.4 ft) CONCRETE (5")								
		(0.8 ft) BASE (2")								
		(1 ft) Firm, moist, gray-red, coarse SAND - A-1-b			1.0	SS-1		6-7-8 (N = 15)		
		(2.5 ft) Firm, moist, gray-brown, coarse SAND - A-1-b			2.5	SS-2		6-7-9 (N = 16)		
					4.0	SS-3		4-7-5 (N = 12)		
	5	Boring Terminated at 5.5 feet.								
	10									
	15									
	20									

STA. 69+44
5 ft Right of CL
Boring No.: 4-18

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 57.79"
Longitude: W 88° 03' 49.20"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Ground-water At Time of Drilling: ----
Ground-water Upon Completion of Drilling: ----
Stabilized Ground-water Level: 7.2 ft (24 hours)
Cave-in Depth: ----

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	ER. COND.	LEGEND	SAMPLE DEPTH	I.D.	SAMPLES TYPE	N-VALUE 6" to 6" to 6" (N)	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (5")								
		(0.4 ft) CONCRETE (5")								
		(0.8 ft) BASE (2")								
		(1 ft) Loose, lightly moist, red, silty SAND - A-2-4			1.0	SS-1		3-4-4 (N = 8)		
		(2.5 ft) Firm, lightly moist, brown-gray-red, silty SAND - A-2-4			2.5	SS-2		3-5-7 (N = 12)		
		(4 ft) Firm, lightly moist, red-brown, silty SAND - A-2-4			4.0	SS-3		3-4-7 (N = 11)		
					8.5	SS-4		woh-woh-woh		
	10	Boring Terminated at 10 feet.								
	15									
	20									

STA. 67+41
9 ft Left of CL
Boring No.: 4-19

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 58.83"
Longitude: W 88° 03' 57.25"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	ER. COND.	LEGEND	SAMPLE DEPTH	I.D.	SAMPLES TYPE	N-VALUE 6" to 6" to 6" (N)	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")								
		(0.3 ft) CONCRETE (4")								
		(0.7 ft) BASE (4")								
		(1 ft) Firm, lightly moist, brown and beige, coarse SAND - A-1-b			1.0	SS-1		11-7-5 (N = 12)		
		(2.5 ft) Loose, lightly moist, gray-brown, silty SAND - A-2-4			2.5	SS-2		1-3-4 (N = 8)		
		(4 ft) Loose, lightly moist, gray, coarse SAND - A-1-b			4.0	SS-3		1-3-5 (N = 8)		
	5	Boring Terminated at 5.5 feet.								
	10									
	15									
	20									

STA. 65+74
CL
Boring No.: 4-20

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 59.08"
Longitude: W 88° 03' 53.79"

Date Drilled: 5/17/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	ER. COND.	LEGEND	SAMPLE DEPTH	I.D.	SAMPLES TYPE	N-VALUE 6" to 6" to 6" (N)	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")								
		(0.3 ft) CONCRETE (4")								
		(0.7 ft) BASE (4")								
		(1 ft) Very loose, lightly moist, light brown, coarse SAND - A-1-b			1.0	SS-1		woh-woh-2		
		(2.5 ft) Very loose, lightly moist, light brown-red, silty SAND - A-2-4			2.5	SS-2		woh-1-2 (N = 3)		
		(4 ft) Loose, lightly moist, brown-red, silty SAND - A-2-4			4.0	SS-3		woh-3-5 (N = 8)		
	5	Boring Terminated at 5.5 feet.								
	10									
	15									
	20									

STA. 63+30
14 ft Left of CL
Boring No.: 4-21

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 41' 59.37"
Longitude: W 88° 03' 55.78"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	ER. COND.	LEGEND	SAMPLE DEPTH	I.D.	SAMPLES TYPE	N-VALUE 6" to 6" to 6" (N)	PP (tsf)	REMARKS
	0	(0 ft) ASPHALT (4")								
		(0.3 ft) CONCRETE (4")								
		(0.7 ft) BASE (4")								
		(1 ft) Very loose, moist, brown, coarse SAND - A-1-b			1.0	SS-1		3-2-3 (N = 5)		
		(2.5 ft) Loose, moist, brown-gray, silty SAND - A-2-4			2.5	SS-2		3-4-6 (N = 9)		
					4.0	SS-3		3-4-6 (N = 10)		
	5	Boring Terminated at 5.5 feet.								
	10									
	15									
	20									

ALABAMA LICENSED No. 26265 PROFESSIONAL ENGINEER MEDHAT M. ABDALLA 4/1/24

Alabama Department of Transportation

amec foster wheeler
Amec Foster Wheeler, Inc.
4000 Meadow Lake Drive, Suite 125
Birmingham, Alabama, 35242

APPROVED:

GEOTECHNICAL ENGINEER

DATE: 4/1/2024

PROJECT NAME:

DR. MARTIN LUTHER KING JR AVENUE FROM BUTCHERS LANE TO BEAUREGARD STREET (SR-16) PHASE IV

MOBILE, MOBILE COUNTY

AMEC FOSTER WHEELER PROJECT NO.: 7630-17-1449

ALDOT PROJECT NO.: ST-049-999-013

TEST BORING RECORD
SHEET 4 OF 6

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2018-3005-04	2018	

STA. 61+60
5 ft ft Right of CL
Boring No.: 4-22

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
AMEC Project No.: 7630171449

PAGE 1 OF 1

Latitude: N 30° 42' 00.71"
Longitude: W 88° 03' 57.74"

Date Drilled: 5/17/2017
Driller: ALDOT – Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV. (ft)	DEPTH (ft)	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CH. CONC.	LEGEND	SAMPLE DEPTH (ft)	SAMPLES: I.D.	SAMPLES: TYPE	N-VALUE: 1st 6" to 6"	N-VALUE: 2nd 6" to 6"	N-VALUE: 3rd 6" to 6"	PP (tsf)	REMARKS
0	0	(0 ft) ASPHALT (5")										
		(0.3 ft) CONCRETE (5")										
		(0.8 ft) BASE (2")										
		(1 ft) Firm, lightly moist, brown, sandy, lean CLAY – A-6(11)			1.0	SS-1		3	3	5	---	-w = 12.7%; -#200 = 68.2%; LL= 36; PI= 21
		(2.5 ft) Stiff, lightly moist, brown, sandy, lean CLAY – A-7-6(16)			2.5	SS-2		4	4	11	---	-w = 16.6%; -#200 = 65.7%; LL= 46; PI= 28
		(4 ft) Very stiff, lightly moist, brown-red, sandy, lean CLAY – A-7-6(16)			4.0	SS-3		7	8	12	---	-w = 13.8%; -#200 = 62.9%
	5	Boring Terminated at 5.5 feet.										
	10											
	15											
	20											

STA.
Boring No.: 4-23

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 01.33"
Longitude: W 88° 03' 58.67"

Date Drilled: 5/16/2017
Driller: ALDOT – Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV. (ft)	DEPTH (ft)	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CH. CONC.	LEGEND	SAMPLE DEPTH (ft)	SAMPLES: I.D.	SAMPLES: TYPE	N-VALUE: 1st 6" to 6"	N-VALUE: 2nd 6" to 6"	N-VALUE: 3rd 6" to 6"	PP (tsf)	REMARKS
0	0	(0 ft) ASPHALT (5")										
		(0.3 ft) CONCRETE (5")										
		(0.8 ft) Not drilled because of the proximity of underground utilities										-No sampling due to tree obstruction.
	5											
	10											
	15											
	20											

STA. 58+81
9 ft Right of CL
Boring No.: 4-24

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 01.74"
Longitude: W 88° 04' 00.67"

Date Drilled: 5/17/2017
Driller: ALDOT – Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV. (ft)	DEPTH (ft)	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CH. CONC.	LEGEND	SAMPLE DEPTH (ft)	SAMPLES: I.D.	SAMPLES: TYPE	N-VALUE: 1st 6" to 6"	N-VALUE: 2nd 6" to 6"	N-VALUE: 3rd 6" to 6"	PP (tsf)	REMARKS
0	0	(0 ft) ASPHALT (6")										
		(0.5 ft) CONCRETE (5")										
		(0.9 ft) BASE (1")										
		(1 ft) Firm, lightly moist, gray, coarse SAND – A-1-b			1.0	SS-1		13	10	10	---	
		(2.5 ft) Firm, lightly moist, gray-brown, coarse SAND – A-1-b			2.5	SS-2		7	6	6	---	
		(4 ft) Very loose, lightly moist, gray-brown, coarse SAND – A-1-b			4.0	SS-3		1	1	1	---	
		(8.5 ft) Loose, moist, brown, silty SAND – A-2-4			8.5	SS-4		1	1	3	---	
	10	Boring Terminated at 10 feet.										
	15											
	20											

STA. 57+35
9 ft Left of CL
Boring No.: 4-25

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 02.61"
Longitude: W 88° 04' 02.16"

Date Drilled: 5/16/2017
Driller: ALDOT – Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV. (ft)	DEPTH (ft)	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CH. CONC.	LEGEND	SAMPLE DEPTH (ft)	SAMPLES: I.D.	SAMPLES: TYPE	N-VALUE: 1st 6" to 6"	N-VALUE: 2nd 6" to 6"	N-VALUE: 3rd 6" to 6"	PP (tsf)	REMARKS
0	0	(0 ft) ASPHALT (4")										
		(0.3 ft) CONCRETE (3")										
		(0.6 ft) BASE (5")										
		(1 ft) Firm, moist, dark gray and beige, coarse SAND – A-1-b			1.0	SS-1		4	2	5	---	
		(2.5 ft) Firm, moist, red, coarse SAND – A-1-b			2.5	SS-2		8	6	8	---	
		(4 ft) Firm, moist, red-brown, coarse SAND – A-1-b			4.0	SS-3		8	7	7	---	
	5	Boring Terminated at 5.5 feet.										
	10											
	15											
	20											

STA. 55+92
8 ft Right of CL
Boring No.: 4-26

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 02.78"
Longitude: W 88° 04' 03.61"

Date Drilled: 5/17/2017
Driller: ALDOT – Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV. (ft)	DEPTH (ft)	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CH. CONC.	LEGEND	SAMPLE DEPTH (ft)	SAMPLES: I.D.	SAMPLES: TYPE	N-VALUE: 1st 6" to 6"	N-VALUE: 2nd 6" to 6"	N-VALUE: 3rd 6" to 6"	PP (tsf)	REMARKS
0	0	(0 ft) ASPHALT (5")										
		(0.4 ft) CONCRETE (6")										
		(0.9 ft) BASE (1")										
		(1 ft) Loose, lightly moist, red-brown, silty SAND – A-2-4			1.0	SS-1		2	2	3		
		(2.5 ft) Very loose, lightly moist, red-brown, silty SAND – A-2-4			2.5	SS-2		1	2	2		
					4.0	SS-3		woh	woh	1		
		(8.5 ft) Very loose, lightly moist, brown, silty SAND – A-2-4			8.5	SS-4		woh	1	1		
	10	Boring Terminated at 10 feet.										
	15											
	20											

STA. 54+79
13 ft Left of CL
Boring No.: 4-27

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 03.38"
Longitude: W 88° 04' 04.54"

Date Drilled: 5/16/2017
Driller: ALDOT – Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV. (ft)	DEPTH (ft)	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CH. CONC.	LEGEND	SAMPLE DEPTH (ft)	SAMPLES: I.D.	SAMPLES: TYPE	N-VALUE: 1st 6" to 6"	N-VALUE: 2nd 6" to 6"	N-VALUE: 3rd 6" to 6"	PP (tsf)	REMARKS
0	0	(0 ft) ASPHALT (5")										
		(0.4 ft) CONCRETE (5")										
		(0.8 ft) BASE (2")										
		(1 ft) Not drilled because of the proximity of underground utilities										-Encountered water line (on hold)
	5											
	10											
	15											
	20											

STA. 53+64
8 ft Right of CL
Boring No.: 4-28

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 03.89"
Longitude: W 88° 04' 06.23"

Date Drilled: 5/16/2017
Driller: ALDOT – Hill/Fowler
Equipment: CME- 550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV. (ft)	DEPTH (ft)	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	CH. CONC.	LEGEND	SAMPLE DEPTH (ft)	SAMPLES: I.D.	SAMPLES: TYPE	N-VALUE: 1st 6" to 6"	N-VALUE: 2nd 6" to 6"	N-VALUE: 3rd 6" to 6"	PP (tsf)	REMARKS
0	0	(0 ft) ASPHALT (6")										
		(0.5 ft) CONCRETE (5")										
		(0.9 ft) BASE (1")										
		(1 ft) Firm, moist, brown, coarse SAND – A-1-b			1.0	SS-1		6	8	5		
		(4 ft) Very loose, moist, brown, coarse SAND – A-1-b			2.5	SS-2		4	2	4		
		(7.2 ft) Not drilled because of the proximity of underground utilities			4.0	SS-3		3	2	2		
	5											
	10											
	15											
	20											

ALABAMA LICENSED No. 26265 PROFESSIONAL ENGINEER MEDHAT M. ABDALLA
4/1/2024

Alabama Department of Transportation

amec foster wheeler
Amec Foster Wheeler, Inc.
4000 Meadow Lake Drive, Suite 125
Birmingham, Alabama, 35242

APPROVED:

GEOTECHNICAL ENGINEER
DATE: 4/1/24

PROJECT NAME:
DR. MARTIN LUTHER KING JR AVENUE FROM BUTCHERS LANE TO BEAUREGARD STREET (SR-16) PHASE IV

MOBILE, MOBILE COUNTY

AMEC FOSTER WHEELER PROJECT NO.: 7630-17-1449

ALDOT PROJECT NO.: ST-049-999-013

TEST BORING RECORD
SHEET 5 OF 6

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2018-3005-04	2018	

STA. 51+73
14 ft ft Left of CL
Boring No.: 4-29

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
AMEC Project No.: 7630171449

PAGE 1 OF 1

Latitude: N 30° 42' 04.52"
Longitude: W 88° 04' 07.86"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	GR. COND. LOGGED	SAMPLE DEPTH	L.D.	TYPE	N-VALUE 1st 6in 2nd 6in 3rd 6in	PEN (tsf)	REMARKS
n	0	(0 ft) ASPHALT (1")							
		(0.1 ft) CONCRETE (5")							
		(0.5 ft) BASE (6")							
		(1 ft) Loose, moist, brown and beige, coarse SAND - A-1-b		1.0	SS-1		2-6-3 (N = 9)	—	
		(2.5 ft) Firm, moist, brown, white, lean CLAY with sand - A-7-6(17)		2.5	SS-2		2-3-5 (N = 8)	—	*w = 20.8%; -#200 = 73.9%; LL= 41; PI= 25
		(4 ft) Stiff, moist, brown, white, sandy, lean CLAY - A-7-6(15)		4.0	SS-3		2-5-5 (N = 10)	—	*w = 20.7%; -#200 = 55.1%; LL= 46; PI= 27
	5	Boring Terminated at 5.5 feet.							
	10								
	15								
	20								

STA. 49+46
17 ft Right of CL
Boring No.: 4-30

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 05.10"
Longitude: W 88° 04' 10.39"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	GR. COND. LOGGED	SAMPLE DEPTH	L.D.	TYPE	N-VALUE 1st 6in 2nd 6in 3rd 6in	PEN (tsf)	REMARKS
n	0	(0 ft) ASPHALT (4")							
		(0.3 ft) CONCRETE (6")							
		(0.5 ft) BASE (2")							
		(2.5 ft) Very loose, moist, gray, coarse SAND - A-1-b		1.0	SS-1		2-2-1 (N = 3)	—	
		(4 ft) Loose, moist, gray, silty SAND - A-2-4		2.5	SS-2		1-1-2 (N = 3)	—	
	5			4.0	SS-3		2-3-3 (N = 6)	—	
				8.5	SS-4		1-3-3 (N = 6)	—	
	10	Boring Terminated at 10 feet.							
	15								
	20								

STA. 47+47
12 ft Left of CL
Boring No.: 4-31

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 06.39"
Longitude: W 88° 04' 12.40"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	GR. COND. LOGGED	SAMPLE DEPTH	L.D.	TYPE	N-VALUE 1st 6in 2nd 6in 3rd 6in	PEN (tsf)	REMARKS
n	0	(0 ft) ASPHALT (4")							
		(0.3 ft) CONCRETE (6")							
		(0.8 ft) BASE (2")							
		(1 ft) Loose, moist, red-gray, brown, silty SAND - A-2-4		1.0	SS-1		7-8-3 (N = 9)	—	
		(4 ft) Loose, moist, gray, coarse SAND - A-1-b		2.5	SS-2		1-4-6 (N = 10)	—	
	5			4.0	SS-3		2-4-5 (N = 9)	—	
		Boring Terminated at 5.5 feet.							
	10								
	15								
	20								

STA. 45+69
7 ft Right of CL
Boring No.: 4-32

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 07.28"
Longitude: W 88° 04' 13.95"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	GR. COND. LOGGED	SAMPLE DEPTH	L.D.	TYPE	N-VALUE 1st 6in 2nd 6in 3rd 6in	PEN (tsf)	REMARKS
n	0	(0 ft) ASPHALT (5")							
		(0.4 ft) CONCRETE (1")							
		(0.5 ft) BASE (6")							
		(1 ft) Loose, moist, brown, coarse SAND - A-1-b		1.0	SS-1		2-2-3 (N = 5)	—	
		(2.5 ft) Firm, moist, red, coarse SAND - A-1-b		2.5	SS-2		1-5-7 (N = 12)	—	
	5			4.0	SS-3		2-7-7 (N = 14)	—	
		Boring Terminated at 5.5 feet.							
	10								
	15								
	20								

STA. 44+24
12 ft Left of CL
Boring No.: 4-33

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 08.69"
Longitude: W 88° 04' 14.70"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	GR. COND. LOGGED	SAMPLE DEPTH	L.D.	TYPE	N-VALUE 1st 6in 2nd 6in 3rd 6in	PEN (tsf)	REMARKS
n	0	(0 ft) ASPHALT (7")							
		(0.6 ft) BASE (5")							
		(1 ft) Firm, lightly moist, red, coarse SAND - A-1-b		1.0	SS-1		5-5-6 (N = 11)	—	
		(2.5 ft) Very firm, lightly moist, red, coarse SAND - A-1-b		2.5	SS-2		8-8-11 (N = 20)	—	
	5			4.0	SS-3		7-10-11 (N = 21)	—	
		Boring Terminated at 5.5 feet.							
	10								
	15								
	20								

STA. 42+86
11 ft Right of CL
Boring No.: 4-34

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 09.06"
Longitude: W 88° 04' 16.08"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Ground-water At Time of Drilling: ---
Ground-water Upon Completion of Drilling: ---
Stabilized Ground-water Level: 9.2 ft (48 hours)
Cave-In Depth: ---

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	GR. COND. LOGGED	SAMPLE DEPTH	L.D.	TYPE	N-VALUE 1st 6in 2nd 6in 3rd 6in	PEN (tsf)	REMARKS
n	0	(0 ft) ASPHALT (8")							
		(0.7 ft) BASE (4")							
		(1 ft) Very firm, lightly moist, red, coarse SAND - A-1-b		1.0	SS-1		15-14-18 (N = 32)	—	
		(2.5 ft) Very firm, lightly moist, brown, silty SAND - A-2-4		2.5	SS-2		6-11-11 (N = 22)	—	
		(4 ft) Loose, lightly moist, red, coarse SAND - A-1-b		4.0	SS-3		3-3-6 (N = 9)	—	
	5								
		(8.5 ft) Firm, lightly moist, gray-red, silty SAND - A-2-4		8.5	SS-4		3-5-8 (N = 13)	—	
	10	Boring Terminated at 10 feet.							
	15								
	20								

STA. 40+70
16 ft Left of CL
Boring No.: 4-35

Project Name: Broad Street
Location: Mobile, Alabama
ALDOT Project No.: ST-049-999-013
Amec Foster Wheeler Project No.: 7630171449
Phase IV

PAGE 1 OF 1

Latitude: N 30° 42' 11.71"
Longitude: W 88° 04' 17.01"

Date Drilled: 5/16/2017
Driller: ALDOT - Hill/Fowler
Equipment: CME-550X
Hammer Type: Automatic
Drill Method: Hollow Stem Auger
Logged By: R. Taylor
Reviewed By: Medhat Abdalla

GROUND WATER INFORMATION:
Groundwater not encountered upon completion of drilling.

ELEV.	DEPTH	DESCRIPTION OF STRATA (SEE KEY SYMBOL SHEET FOR EXPLANATION OF SYMBOLS AND ABBREVIATIONS BELOW.)	GR. COND. LOGGED	SAMPLE DEPTH	L.D.	TYPE	N-VALUE 1st 6in 2nd 6in 3rd 6in	PEN (tsf)	REMARKS
n	0	(0 ft) ASPHALT (7")							
		(0.8 ft) BASE (5")							
		(1 ft) Very firm, moist, red, coarse SAND - A-1-b		1.0	SS-1		8-8-12 (N = 20)	—	
		(4 ft) Firm, moist, red, coarse SAND - A-1-b		2.5	SS-2		12-16-13 (N = 29)	—	
	5			4.0	SS-3		5-5-6 (N = 11)	—	
		(8.5 ft) Very firm, moist, red, coarse SAND - A-1-b		8.5	SS-4		4-8-14 (N = 22)	—	
	10	Boring Terminated at 10 feet.							
	15								
	20								

ALABAMA LICENSED No. 26265 PROFESSIONAL ENGINEER MEDHAT M. ABDALLA
4/1/24

Alabama Department of Transportation

amec foster wheeler
Amec Foster Wheeler, Inc.
4000 Meadow Lake Drive, Suite 125
Birmingham, Alabama, 35242

APPROVED:

GEOTECHNICAL ENGINEER

DATE: 4/1/2024

PROJECT NAME:

DR. MARTIN LUTHER KING JR AVENUE FROM BUTCHERS LANE TO BEAUREGARD STREET (SR-16) PHASE IV

MOBILE, MOBILE COUNTY

AMEC FOSTER WHEELER PROJECT NO.: 7630-17-1449

ALDOT PROJECT NO.: ST-049-999-013

TEST BORING RECORD
SHEET 6 OF 6

APPENDIX D

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. *Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled*. No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read it *in its entirety*. Do not rely on an executive summary. Do not read selected elements only. *Read this report in full.*

You Need to Inform Your Geotechnical Engineer about Change

Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client's goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure's location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.*

This Report May Not Be Reliable

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If your geotechnical engineer has not indicated an "apply-by" date on the report, ask what it should be*, and, in general, *if you are the least bit uncertain* about the continued reliability of this report, contact your geotechnical engineer before applying it. A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface through various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, *they are not final*, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals' plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note conspicuously that you've included the material for informational purposes only*. To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely*. Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures*. If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, *do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old.*

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer's services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, ***proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration.*** Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. ***Geotechnical engineers are not building-envelope or mold specialists.***

GEOPROFESSIONAL BUSINESS ASSOCIATION

Telephone: 301/565-2733
e-mail: info@geoprofessional.org www.geoprofessional.org

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wsp.com

February 26, 2024

TRANSMITTED VIA EMAIL

Ms. Katelyn Finnorn, P.E.
Project Manager
Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

Telephone No.: (251) 342-1070 (ext. 1336)
Email: Katelyn.Finnorn@volkert.com

Subject: **Traffic Signal Pole Geotechnical Explorations**
Dr. Martin Luther King, Jr. Avenue from Butchers Lane to Beauregard Street
Phase IV
ALDOT Project Number: TIGER-FAUP-4917(250), Phase IV
ALDOT Charge Number: 4338-STATO-100066564-1
ALDOT Letting Date: May 2024
Mobile, Mobile County
WSP Project Number No. 7382-23-4132

Ms. Finnorn,

WSP USA Environment & Infrastructure, Inc. (WSP USA, f/k/a Amec Foster Wheeler Environment & Infrastructure, Inc.) is pleased to submit this traffic signal pole geotechnical exploration report for the proposed Grade, Drain, Base, and Pave Project along Dr. Martin Luther King, Jr Avenue in Mobile, Mobile County. This report is issued in response to the request from Mr. Drew Davis, P.E., Vice President of the East Gulf Region Alabama, and Design Manager for Volkert, Inc. to provide soil parameters for the proposed traffic signal poles along Dr. Martin Luther King, Jr. Avenue from Butchers Lane to Beauregard Street (SR-16) from Station 29+72.52 (DR. MLK JR AVE) to Station 99+51.51 (DR. MLK JR AVE). Our services were performed in general accordance with our Proposal No. PROP23BIRM-028 Rev A dated May 12, 2023, and approved by Volkert, Inc. by issuing and signing an agreement for professional services between Volkert, Inc. and WSP USA, Inc. on October 4, 2023.

If you have any questions about the information presented in this report, please contact us at (205) 980-6402. We look forward to serving you as your geotechnical consultant on the remainder of this project and future projects.

Sincerely,

WSP USA Environment & Infrastructure, Inc.

Medhat M. Abdalla, P.E.
Associate Engineer
Licensed, Alabama 28265

ALABAMA LICENSED No. 28265 PROFESSIONAL ENGINEER MEDHAT M. ABDALLA 161

2/26/2024

Thuy Trieu, P.E.
Geotechnical Engineer

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1.0 BACKGROUND AND PROJECT INFORMATION

1.1 GENERAL

The Broad Street Project is a four-phase project located in downtown Mobile, Mobile County. Phase I through Phase III of the projects have been completed recently and extended from I-165 on the north along Water Street and Beauregard Street to I-10.

The Dr. Martin Luther King, Jr. Avenue Project is Phase IV of the four-phase project. The general area encompassed within the overall project scope for this report includes Dr. Martin Luther King, Jr. Avenue from Beauregard Street (SR-16) to Three Mile Creek Bridge. The general location of the site is indicated on the map provided in **Appendix A**, **Figure A-1**. Draft Soil Survey and Materials Report - Phase IV report was submitted to Alabama Department of Transportation (ALDOT) and accepted in February 2018. The existing roadway in Phase IV consists of two to three lanes in each direction. The new roadway will be reduced to one lane in each direction. Phase IV includes rehabilitation of the existing pavement, on-street parking, sidewalks, traffic light poles, signage, striping, and adding a bike lane and signalization.

Preliminary (60% submittal) plans prepared by Volkert Associates, Inc. (Volkert), were provided to us by Volkert, Inc.

ALDOT Geotechnical Manual (Latest Edition) procedures and methodology were followed for conduction soil testing and reporting.

Recommendations in this report will include subsurface stratigraphy along with relevant properties (water table conditions and material type, unit weight, strength, and recommended LPILE parameters).

2.0 GEOLOGICAL INFORMATION

2.1 GEOLOGICAL INFORMATION

Published geologic information indicates the area is underlain by Alluvial, Coastal and Low Terrace deposits.

Alluvial, coastal, and low terrace deposits typically consist of varicolored fine to coarse quartz sand containing clay lenses and gravel in places. Gravel composed of quartz and chart pebbles and assorted metamorphic and igneous rock fragments in streams near the Piedmont. Coastal deposits include fine to medium quartz sand with shell fragments and associated heavy minerals along the Gulf beaches, as well as fine to medium quartz sand, silt, clay, peat, and mud (map references is Szabo, M. W., Osborne, E. W., Copeland, C. W. Jr., Neathery; T. L., 1988, Geologic Map of Alabama, Geological Survey of Alabama Special Map 220).

A geologic map covering the project area is provided in **Appendix A**, **Figure A-4**.

2.2 SITE DESCRIPTION

Dr. Martin Luther King, Jr. Avenue has been developed in an urban environment with scattered trees and shrubs.

Phase IV portion of the project for this report extends along Dr. Martin Luther King, Jr. Avenue from Beauregard Street (SR-16) to Three Mile Creek Bridge. The length of the project along Dr. Martin Luther King, Jr. Avenue is 6,978.99 feet.

The 60% design drawings indicate that the project begins at Station 29+72.52 and ends at Station 99+51.51.

The project will include rehabilitation of the existing pavement, adding on-street parking, sidewalks, landscape buffers, concrete curbs, sidewalks, signage, striping, and signalization for mostly a two-lane highway.

Reinforced concrete pavement overlaid with bituminous concrete was encountered between Stations 45+00 and 99+24.78. The average thickness of the concrete pavement is approximately 4 ½ inches, and the average thickness of bituminous concrete overlay is approximately 4 ¼ inches thick. Bituminous concrete was encountered between Stations 40+70 and 45+00. The average thickness of the existing bituminous concrete is approximately 7 ¼ inches thick.

Alabama One Call personnel marked numerous underground utilities during the preparations of the drilling activities for this project. The underground utilities marked included, but was not limited to, AT&T communication cables, gas lines, water lines, sanitary sewer lines, etc. Overhead powerlines were also observed during our site visits and field activities.

3.0 GEOTECHICAL INFORMATION

WSP performed four (4) Seismic Cone Penetration Tests soundings (sCPT-1, sCPT-2, sCPT-4, and sCPT-5) for the proposed signal poles along the length of the Dr. Martin Luther King, Jr. Avenue Project to termination depths between 35 and 42 feet below existing ground surface (bgs). Soundings sCPT-3 and sCPT-6 were not accessible to testing equipment and therefore, sCPT-3 and sCPT-6 were not advanced nor attempted. Seismic CPT sounding locations were selected and staked by WSP and shown in Table 1 below.

Table 1: Test Locations

Seismic Cone Penetration Test ID	Signal Pole Nearest Intersection
CPT-1	Dr. Martin Luther King, JR., Avenue and Kennedy Street
CPT-2	Dr. Martin Luther King, JR., Avenue and N Ann Street
CPT-3	Dr. Martin Luther King, JR., Avenue and Peach Street (*)
CPT-4	Dr. Martin Luther King, JR., Avenue and Lafayette Street
CPT-5	Dr. Martin Luther King, JR., Avenue and Bizzel Avenue
CPT-6	Dr. Martin Luther King, JR., Avenue and Cedar Avenue (*)

(*) - sCPT-3 and sCPT-6 were not accessible to testing equipment and therefore, sCPT-3 and sCPT-6 were not advanced nor attempted.

A summary of the test locations that correspond to each of the proposed traffic signal poles, stations and elevations are included in Table 2 below:

Table 2: Summary of Traffic Signal Pole Numbers, Station, and Elevation for each of the soil test locations.

Seismic Cone Penetration Test ID	Pole No.	Station Number	Offset (ft)	Elevation (ft)
CPT-1	P1	82+75.69	23.73 RT	18.21
CPT-1	P3	83+11.45	30.18 LT	18.44
CPT-1	P4	83+25.65	23.47 RT	18.25
CPT-2	P1	62+77.06	21.86 LT	29.37
CPT-2	P2	61+98.84	23.72 RT	28.91
CPT-2	P3	60+17.16	24.15 RT	28.74

Table 2 – Con'd Seismic Cone Penetration Test ID	Pole No.	Station Number	Offset (ft)	Elevation (ft)
CPT-2	P4	59+68.24	34.93 LT	28.91
CPT-2	P2	68+95.10	20.70 LT	27.64
CPT-2	P3	69+05.04	23.51 RT	27.49
CPT-2	P4	68+51.69	23.59 RT	27.64
CPT-2	P5	67+01.85	22.93 RT	28.54
CPT-2	P6	66+58.72	29.68 LT	28.65
CPT-4	P1	48+19.76	32.61 RT	14.93
CPT-4	P4	48+90.13	24.66 RT	14.53
CPT-5	P2	47+72.97	28.46 LT	12.02
CPT-5	P3	48+38.21	21.68 LT	13.64

The underground utilities at the proposed test locations were marked/cleared by a private line locator and Alabama One Call on October 18, 2023. Drilling, sampling, and field logging activities were performed by a WSP drilling subcontractor on October 19, 2023, and October 20, 2023. A plan view of the approximate sCPT sounding test locations is shown in Figure A-2 (Appendix A).

Seismic CPT soundings were advanced using a track mounted CPT rig. Seismic CPT involves pushing a series of cylindrical rods, with an instrumented probe at the base, into the soil at a constant rate. The probe consisted of a cone tip element, a side friction sleeve element, a pore filter element, and geophone sensors. Continuous measurements of penetration cone tip resistance (q_c), sleeve friction (f_s), and porewater pressure (u_2) were recorded during penetration and digitized at 5-centimeter depth intervals to provide a nearly continuous profile. Seismic shear waves were generated at the ground surface at select intervals, recorded by the geophone sensors, and transmitted from the cone to the soil surface by wires that run through the push rods, or the data acquisition system (DAQ). The DAQ records and analyzes the data to determine the speed of the waves, or shear wave velocity, based on the measured arrival times and shear and compression wave magnitudes, or the distance between the wave generator and the sensors. All sCPT sounding holes were backfilled with soil cuttings to site grade once testing was completed and prior to drill crew departure.

ConePlot V.3.1.6, a computer program developed by Vertek, was used to generate cone data plots for interpretation of raw sCPT data in terms of Soil Behaviour Type (SBT) according to UBC-1983 and various other geotechnical parameters using the current published correlations based on the comprehensive review by Lunne, Robertson and Powell (1997), as well as recent updates by Professor Robertson. The nearly continuous record of q_c, f_s, and u_2 were used to evaluate subsurface stratigraphy, estimate engineering properties, and determine soil homogeneity, depth of soil layers, voids or cavities, and other potential discontinuities. The results of both measured values and interpreted properties and shear wave velocity versus depth curves for the sCPT soundings are attached in Appendix B.

3.1 GROUNDWATER OBSERVATIONS

Groundwater was encountered in the sCPT soundings between 2.4 and 16.4 feet (bgs) at the time of drilling.

We have assumed a groundwater table of 5 feet (bgs) for use in our analyses based on the average groundwater table elevations encountered at the project site. We note that perched water tables have been observed occasionally at the site; therefore, it is possible during excavation activities that perched water table could be encountered and therefore, arrangements for pumping water out of the excavation during construction may be needed and should be planned for accordingly. We note that the river elevation at this location is near sea level; therefore, groundwater at the mill is generally flowing toward the river. The presence or absence of groundwater may vary with rainfall, evaporation, construction activity, surface runoff or other site-specific factors. Variations in the ground water level with the seasons of the year should be anticipated.

3.2 GENERAL SUBSURFACE STRATA

Soil strata encountered in the sCPT soundings are generally consistent with the subsurface profile encountered in the historic Standard Penetration Test (SPT) boring. There are variations in specific stratigraphy and conditions encountered in each sounding, and sCPT soundings provided in Appendix B should be reviewed for information at each sounding location.

1) Variable Soils: Encountered soils between existing ground surface and 5 feet below existing ground surface that are variable in consistency and type. Encountered sands, silts, and clays.
2) Sand and Silty Sand Soils: Encountered soils between 5 and 10 feet below existing ground surface that were predominantly loose to medium dense sands and silty sands.
3) Silty Clays: Encountered soils between 10 and 30 feet below existing ground surface that were predominantly very soft silty clays.
    a. Very soft to soft Clays and Silts: Encountered soils between 10 and 20 feet below existing ground surface that were predominantly very soft to soft silty clays.
    b. Very soft to stiff Clays and Silts: Encountered soils between 20 and 30 feet below existing ground surface that were predominantly very soft to stiff silty clays.
4) Lower Sands and Gravels: Encountered soils between 30 feet and termination depths (approximately 42 feet below existing ground surface) that were predominantly medium dense to dense sands and gravels.

3.3 SOIL DESIGN PARAMETERS

Geotechnical parameters for foundation design are provided in Tables A-1, A-2, A-3, and A-4 and are attached in Appendix C. These recommended parameters and soil characteristics were developed based on SPT correlations from available historical project data and sCPT correlations. The geotechnical parameters provided in Table A-1 may also be used by the foundation designers at the signal poles that will be founded and constructed within the footprint of Broad Street Phase IV project site and at the intersection of Peach Street and Dr. Martin Luther King, Jr. Avenue and the intersection of Cedar Avenue and Dr. Martin Luther King, Jr., Avenue. Many of the sounding test locations were moved from the initial planned location due to operation considerations, such as the presence of underground utilities and overhead utility lines. Approximate sounding test locations are indicated on the attached boring plans, test boring records, and sCPT soundings. The sounding test locations on the attached boring plans (Appendix A, Figure A-2 and CPT Boring Plan - Three Sheets) are approximate as-drilled/advanced sounding test locations.

4.0 BASIS FOR RECOMMENDATION

The recommendations provided are based in part on project information provided to us, and they only apply to the specific project and site discussed in this report. If the project information referenced in this report contains incorrect information or if additional information is available, you should convey the correct or additional information to us and retain us to review our recommendations. We can then modify our recommendations, as necessary.

Regardless of the thoroughness of a geotechnical exploration, there is always a possibility that conditions between borings will be different from those at specific boring and sounding locations, and that conditions will not be as anticipated by the designers or contractors. In addition, the construction process may itself alter soil conditions. Therefore, experienced geotechnical personnel should observe and document the construction procedures used and the conditions encountered. Unanticipated conditions and inadequate procedures should be reported to the design team along with timely recommendations to solve the problems created. We are available to assist the design and construction team in providing this service based upon our familiarity with the project, the subsurface conditions, and the intent of the recommendations.

WSP prepared this report solely for the use of the intended recipient, Volkert, Inc., in accordance with the professional services agreement. The intended recipient is solely responsible for the disclosure of any information contained in this report. The content and opinions contained in the present report are based on the observations and/or information available to WSP at the time of preparation. If a third party makes use of, relies on, or makes decisions in accordance with this report, said third party is solely responsible for such use, reliance, or decisions. WSP does not accept responsibility for damages, if any, suffered by any third party as a result of decisions made or actions taken by said third party based on this report. This limitations statement is considered an integral part of this report.

Additional information is provided in the GBC information in Appendix D.

APPENDICES

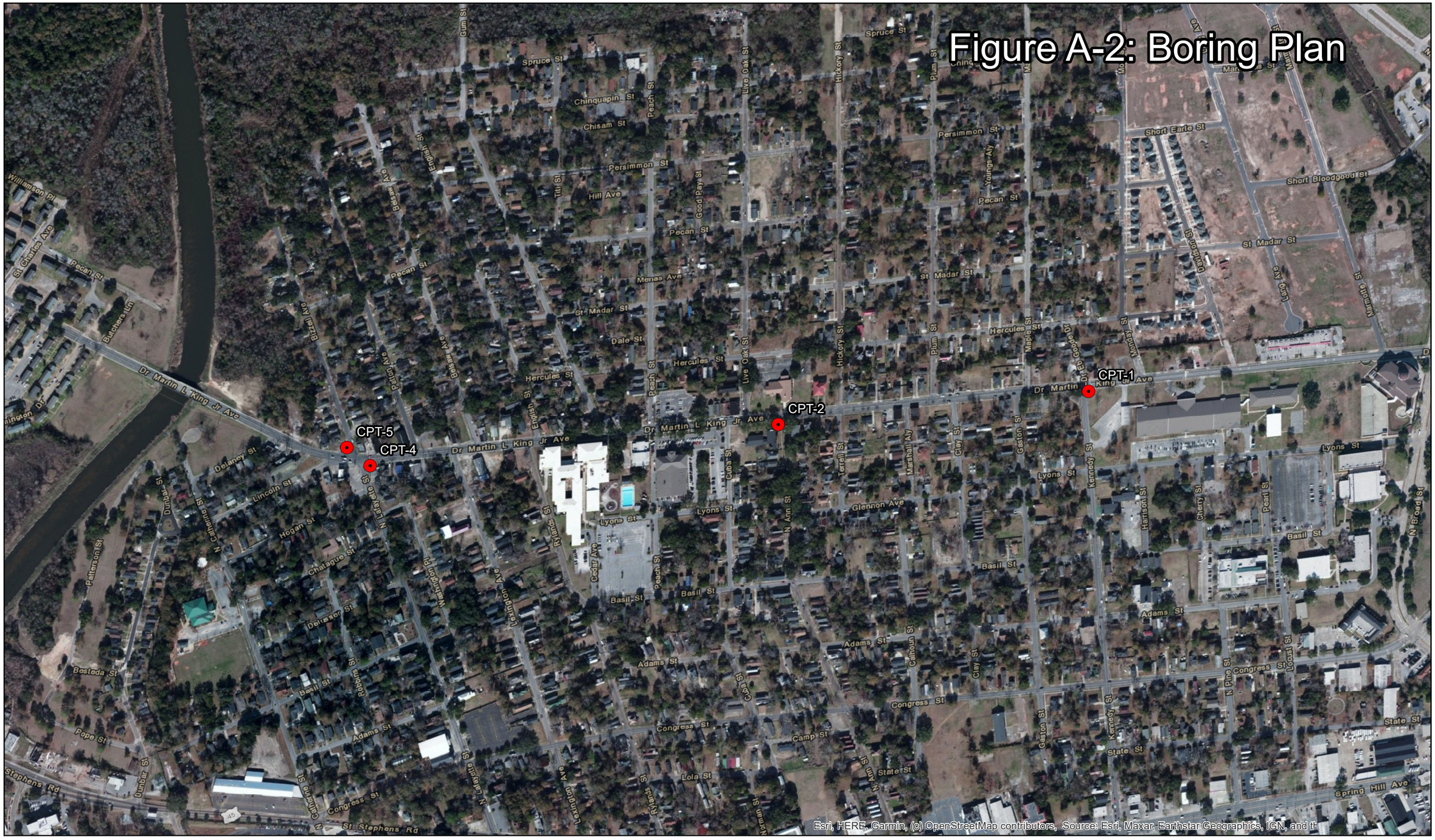
APPENDIX A

Figures A-1 thru A-4
CPT Boring Plan – Three Sheets

Figure A-1: Location Map

WSP Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 121 Birmingham, Alabama 35242	DRAWN / CHECKED TTT / MMA	FIGURE Figure A-1: Location Map	**City Of Mobile** **Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV** **Mobile Co., Alabama**
	REVISED 11-10-2023	PROJECT NUMBER 7382-23-4132	

Figure A-2: Boring Plan



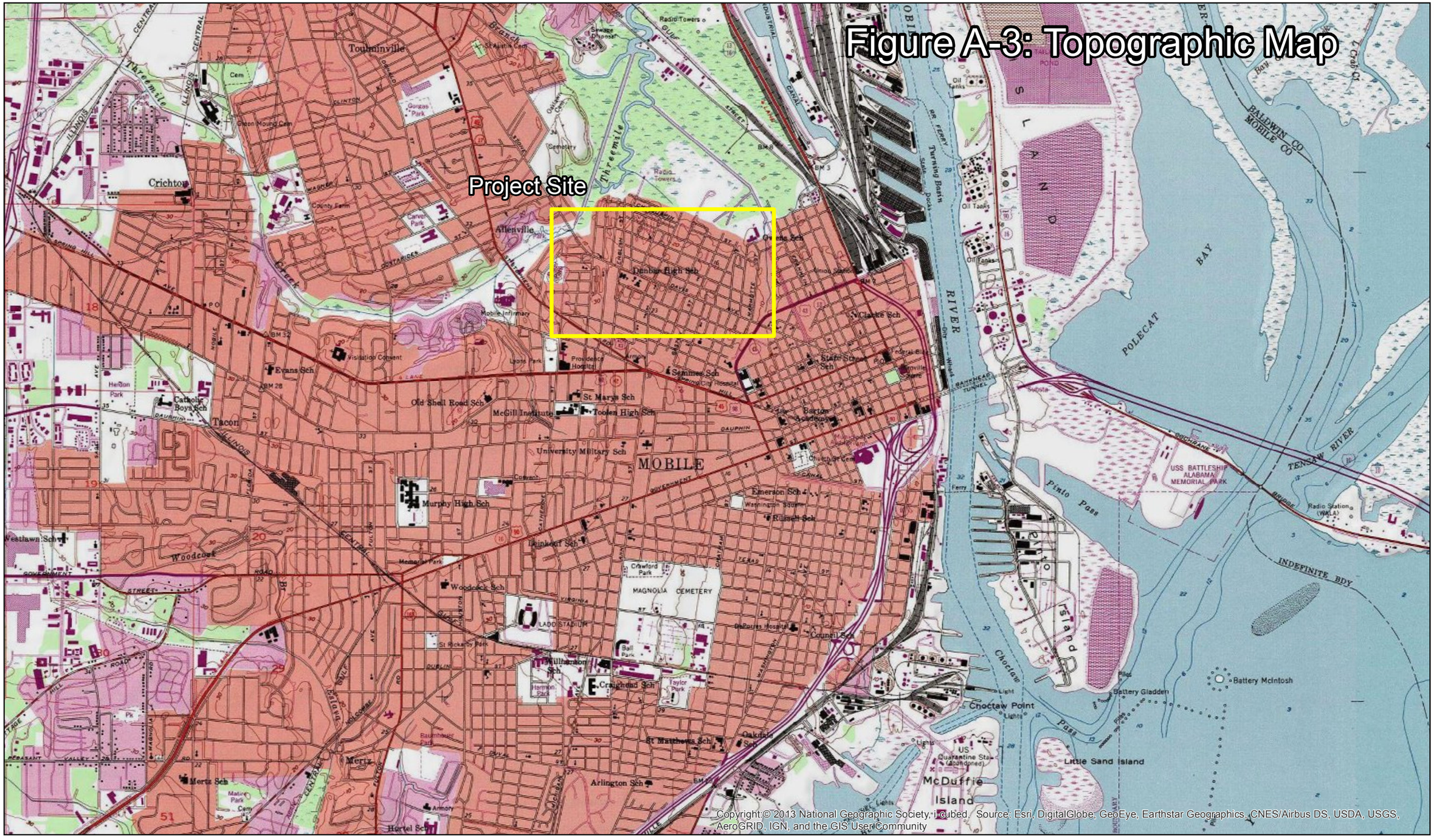
0 500 1,000 2,000 Feet

CPT-# Approximate location of cone penetration test

N

WSP USA **Environment & Infrastructure, Inc.** 4000 Meadow Lake Drive, Suite 121 Birmingham, Alabama 35242 (205) 980-6402	DRAWN / CHECKED RJH / MMA	FIGURE Figure A-2: Boring Plan	**Volkert Phase 4 Broad Street Project** **Draft Addendum 1 Report**
	REVISED 11/13/2023	PROJECT NUMBER 7382-23-4132	

Figure A-3: Topographic Map

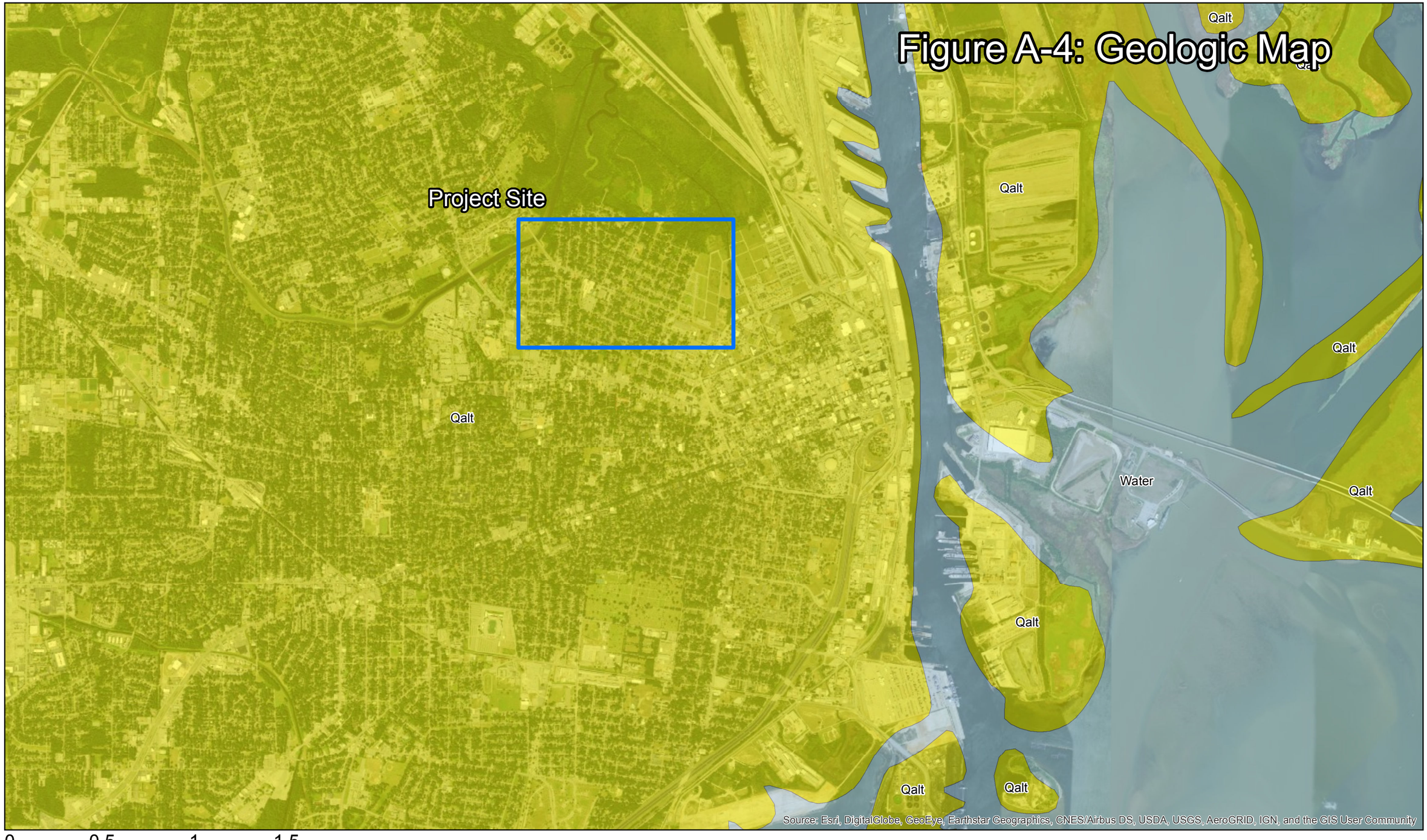


N

0 0.5 1 1.5 Miles

WSP Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 121 Birmingham, Alabama 35242	DRAWN / CHECKED TTT / MMA	FIGURE Figure A-3: Topographic Map	**City Of Mobile** **Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV** **Mobile Co., Alabama**
	REVISED 11-10-2023	PROJECT NUMBER 7382-23-4132	

Figure A-4: Geologic Map



Alluvial, coastal and low terrace deposits (Qalt): fine to coarse and medium quartz sand containing clay lenses, silt and gravel in places.

Source: Szabo, M.W., Osborne, E.W., Copeland, C.W. Jr., and Neathery, T.L., 1988, Geologic Map of Alabama, GSA Special Map 220.

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WSP Environment & Infrastructure, Inc. 4000 Meadow Lake Drive, Suite 121 Birmingham, Alabama 35242	DRAWN / CHECKED TTT / MMA	FIGURE Figure A-4: Geologic Map	**Alabama Department of Transportation** **Dr. Martin Luther King Jr Avenue From Butchers Lane to Beauregard Street (SR-16) - Phase IV** **Mobile Co., Alabama** **ALDOT Project No.: ST-049-999-013**
	REVISED 11-10-2023	PROJECT NUMBER 7382-23-4132	

NOTES:

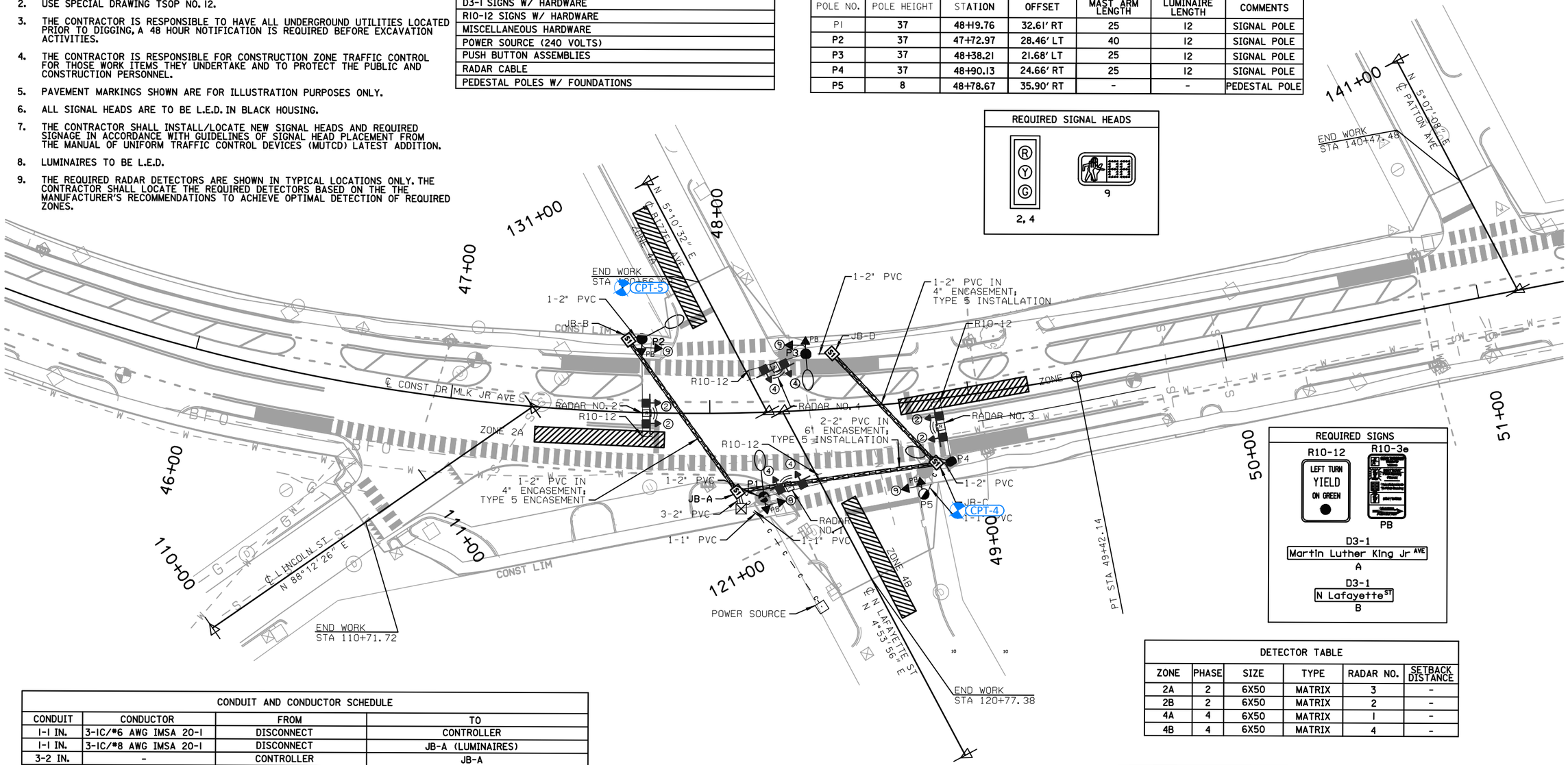
1. UNLESS OTHERWISE NOTED, ALL MATRIX ZONES SHALL EXTEND 2 FEET BEYOND THE STOP LINE.
2. USE SPECIAL DRAWING TSOP NO. 12.
3. THE CONTRACTOR IS RESPONSIBLE TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO DIGGING, A 48 HOUR NOTIFICATION IS REQUIRED BEFORE EXCAVATION ACTIVITIES.
4. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION ZONE TRAFFIC CONTROL FOR THOSE WORK ITEMS THEY UNDERTAKE AND TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL.
5. PAVEMENT MARKINGS SHOWN ARE FOR ILLUSTRATION PURPOSES ONLY.
6. ALL SIGNAL HEADS ARE TO BE L.E.D. IN BLACK HOUSING.
7. THE CONTRACTOR SHALL INSTALL/LOCATE NEW SIGNAL HEADS AND REQUIRED SIGNAGE IN ACCORDANCE WITH GUIDELINES OF SIGNAL HEAD PLACEMENT FROM THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST ADDITION.
8. LUMINAIRES TO BE L.E.D.
9. THE REQUIRED RADAR DETECTORS ARE SHOWN IN TYPICAL LOCATIONS ONLY. THE CONTRACTOR SHALL LOCATE THE REQUIRED DETECTORS BASED ON THE THE MANUFACTURER'S RECOMMENDATIONS TO ACHIEVE OPTIMAL DETECTION OF REQUIRED ZONES.

ESTIMATED EQUIPMENT AND MATERIAL SCHEDULE
#14 SIGNAL CABLE, IMSA 20-1
D3-1 SIGNS W/ HARDWARE
R10-12 SIGNS W/ HARDWARE
MISCELLANEOUS HARDWARE
POWER SOURCE (240 VOLTS)
PUSH BUTTON ASSEMBLIES
RADAR CABLE
PEDESTAL POLES W/ FOUNDATIONS

SUPPORTING STRUCTURES

POLE NO.	POLE HEIGHT	STATION	OFFSET	MAST ARM LENGTH	LUMINAIRE LENGTH	COMMENTS
P1	37	48+19.76	32.61' RT	25	12	SIGNAL POLE
P2	37	47+72.97	28.46' LT	40	12	SIGNAL POLE
P3	37	48+38.21	21.68' LT	25	12	SIGNAL POLE
P4	37	48+90.13	24.66' RT	25	12	SIGNAL POLE
P5	8	48+78.67	35.90' RT	-	-	PEDESTAL POLE

REQUIRED SIGNAL HEADS



REQUIRED SIGNS

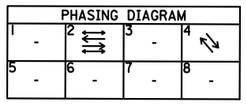
DETECTOR TABLE

ZONE	PHASE	SIZE	TYPE	RADAR NO.	SETBACK DISTANCE
2A	2	6X50	MATRIX	3	-
2B	2	6X50	MATRIX	2	-
4A	4	6X50	MATRIX	1	-
4B	4	6X50	MATRIX	4	-

CONDUIT AND CONDUCTOR SCHEDULE

CONDUIT	CONDUCTOR	FROM	TO
1-1 IN.	3-1C/#6 AWG IMSA 20-1	DISCONNECT	CONTROLLER
1-1 IN.	3-1C/#8 AWG IMSA 20-1	DISCONNECT	JB-A (LUMINAIRES)
3-2 IN.	-	CONTROLLER	JB-A
1-2 IN.	-	JB-A	POLE #1
1-2 IN.	-	JB-A	JB-B
2-2 IN.	-	JB-A	JB-C
1-2 IN.	-	JB-B	POLE #2
1-2 IN.	-	JB-C	POLE #4
1-1 IN.	-	JB-C	POLE #5
1-2 IN.	-	JB-C	JB-D
1-2 IN.	-	JB-D	POLE #3
-	4C/#14 AWG IMSA 20-1	CONTROLLER	SIGNAL HEADS #2 & #4
-	RADAR CABLE	CONTROLLER	RADAR #1, #2, #3, #4
-	5C/#14 AWG IMSA 20-1	CONTROLLER	PEDESTRIAN SIGNAL HEADS & PUSH BUTTONS

PHASING DIAGRAM



SUGGESTED TIMINGS (SECONDS)

PHASE	MIN GREEN	PASSAGE	MAX	YELLOW	ALL RED	WALK	FDW	RECALL	NON LOCK
2	18.0	3.0	40	3.6	2.4	7	14	MIN	NO
4	6.0	2.0	20	3.6	2.0	-	-	-	YES

LEGEND

APPROXIMATE CPT LOCATION

NOTE: BASE DRAWING ADAPTED FROM ALDOT TRAFFIC SIGNAL LAYOUT SHEET 97

0 40 80 Feet

1 in

IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM: ANSI B

CLIENT
VOLKERT, INC.

CONSULTANT
wsp

YYYY-MM-DD	2024-2-2
DESIGNED	-
PREPARED	JH
REVIEWED	MA
APPROVED	-

PROJECT
DR. MARTIN LUTHER KING, JR. AVE. PHASE IV

TITLE PROJECT NAME
CPT BORING PLAN

PROJECT NO. 7382-23-4132 - -
REV. 0
FIGURE FIGURE 1

Path: ########################## | File Name: Boring Plan.dwg | Last Edited By: usrh716172 Date: 2024-02-05 Time:12:28:10 PM | Printed By: USRH716172 Date: 2024-02-05 Time:12:29:39 PM

1. UNLESS OTHERWISE NOTED, ALL MATRIX ZONES SHALL EXTEND 2 FEET BEYOND THE STOP LINE.
2. USE SPECIAL DRAWING TSOP NO. 12.
3. THE CONTRACTOR IS RESPONSIBLE TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO DIGGING, A 48 HOUR NOTIFICATION IS REQUIRED BEFORE EXCAVATION ACTIVITIES.
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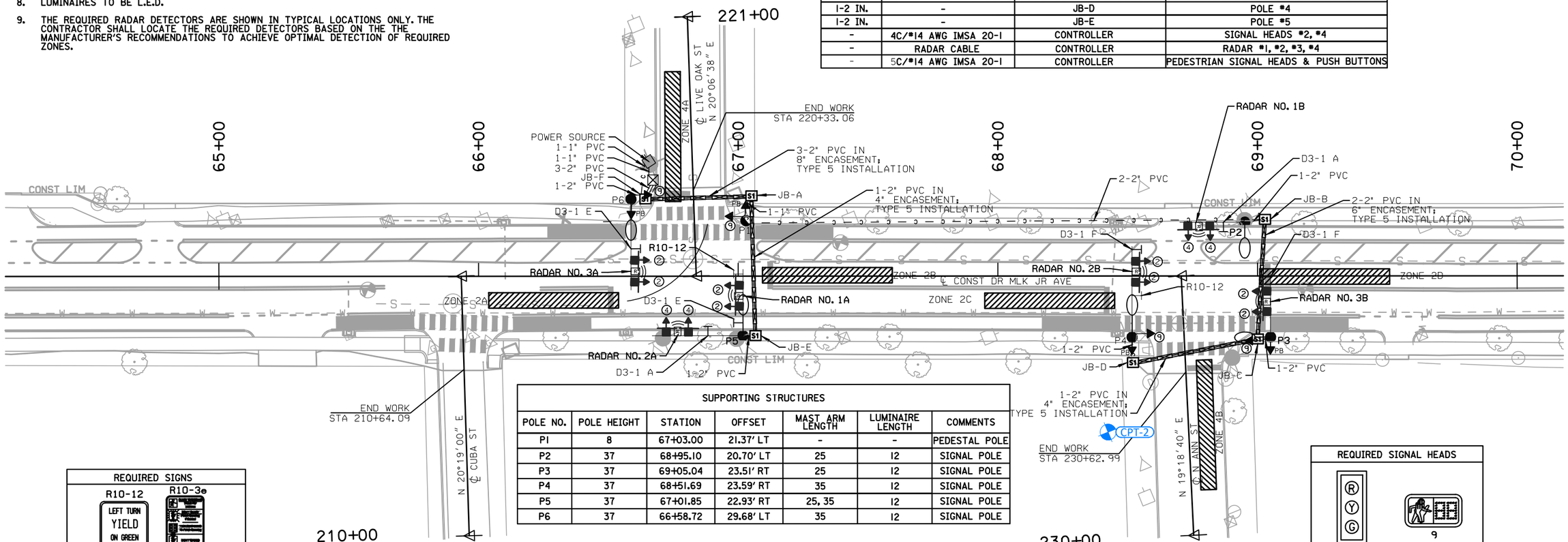
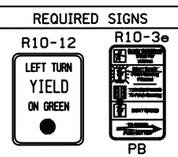
SUGGESTED TIMINGS (SECONDS)								
PHASE	MIN GREEN	PASSAGE	MAX	YELLOW	ALL RED	WALK	FDW	RECALL	NON LOCK
2	15.0	3.0	40	3.6	1.8	7	10	MIN	NO
4	6.0	2.0	20	3.6	1.8	-	-	-	YES

CONDUIT AND CONDUCTOR SCHEDULE			
CONDUIT	CONDUCTOR	FROM	TO
1-1 IN.	3-1C/#6 AWG IMSA 20-1	DISCONNECT	CONTROLLER
1-1 IN.	3-1C/#8 AWG IMSA 20-1	DISCONNECT	JB-A (LUMINAIRES)
3-2 IN.	-	CONTROLLER	JB-F
1-2 IN.	-	JB-F	POLE #6
3-2 IN.	-	JB-F	JB-A
1-1 IN.	-	JB-A	POLE #1
2-2 IN.	-	JB-A	JB-B
1-2 IN.	-	JB-A	JB-E
1-2 IN.	-	JB-B	POLE #2
2-2 IN.	-	JB-B	JB-C
1-2 IN.	-	JB-C	POLE #3
1-2 IN.	-	JB-C	JB-D
1-2 IN.	-	JB-D	POLE #4
1-2 IN.	-	JB-E	POLE #5
-	4C/#14 AWG IMSA 20-1	CONTROLLER	SIGNAL HEADS #2, #4
-	RADAR CABLE	CONTROLLER	RADAR #1, #2, #3, #4
-	5C/#14 AWG IMSA 20-1	CONTROLLER	PEDESTRIAN SIGNAL HEADS & PUSH BUTTONS

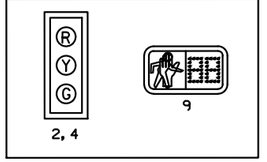


SUPPORTING STRUCTURES						
POLE NO.	POLE HEIGHT	STATION	OFFSET	MAST ARM LENGTH	LUMINAIRE LENGTH	COMMENTS
P1	8	67+03.00	21.37' LT	-	-	PEDESTAL POLE
P2	37	68+95.10	20.70' LT	25	12	SIGNAL POLE
P3	37	69+05.04	23.51' RT	25	12	SIGNAL POLE
P4	37	68+51.69	23.59' RT	35	12	SIGNAL POLE
P5	37	67+01.85	22.93' RT	25, 35	12	SIGNAL POLE
P6	37	66+58.72	29.68' LT	35	12	SIGNAL POLE

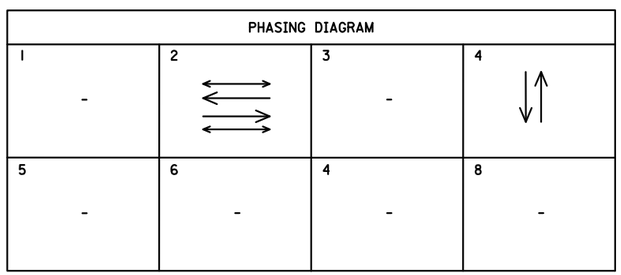
REQUIRED SIGNS



REQUIRED SIGNAL HEADS



PHASING DIAGRAM



ESTIMATED EQUIPMENT AND MATERIAL SCHEDULE
#14 SIGNAL CABLE, IMSA 20-1
D3-1 SIGNS W/ HARDWARE
R10-12 SIGNS W/ HARDWARE
MISCELLANEOUS HARDWARE
POWER SOURCE (240 VOLTS)
PUSH BUTTON ASSEMBLIES
RADAR CABLE
PEDESTAL POLES W/ FOUNDATIONS

DETECTOR TABLE					
ZONE	PHASE	SIZE	TYPE	RADAR NO.	SETBACK DISTANCE
2A	2	6X50	MATRIX	1A	-
2B	2	6X50	MATRIX	3A	-
2C	2	6X50	MATRIX	3B	-
2D	2	6X50	MATRIX	2B	-
4A	4	6X50	MATRIX	2A	-
4B	4	6X50	MATRIX	1B	-

LEGEND

APPROXIMATE CPT LOCATION

NOTE: BASE DRAWING ADAPTED FROM ALDOT TRAFFIC SIGNAL LAYOUT SHEET 99

0 40 80 Feet
1:79

CLIENT
VOLKERT, INC.

PROJECT
DR. MARTIN LUTHER KING, JR. AVE. PHASE IV

CONSULTANT
wsp

YYYY-MM-DD	2024-2-2
DESIGNED	-
PREPARED	JH
REVIEWED	MA
APPROVED	-

TITLE PROJECT NAME
CPT BORING PLAN

PROJECT NO. 7382-23-4132 - REV. 0 FIGURE FIGURE 2

IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM: ANSI B

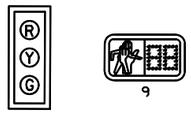
Path: ########## | File Name: Boring Plan.dwg | Last Edited By: us7716172 Date: 2024-02-05 Time:12:28:10 PM | Printed By: USR#716172 Date: 2024-02-05 Time:12:29:41 PM

NOTES:

1. UNLESS OTHERWISE NOTED, ALL MATRIX ZONES SHALL EXTEND 2 FEET BEYOND THE STOP LINE.
2. USE SPECIAL DRAWING TSOP NO. 12.
3. THE CONTRACTOR IS RESPONSIBLE TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO DIGGING, A 48 HOUR NOTIFICATION IS REQUIRED BEFORE EXCAVATION ACTIVITIES.
4. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION ZONE TRAFFIC CONTROL FOR THOSE WORK ITEMS THEY UNDERTAKE AND TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL.
5. PAVEMENT MARKINGS SHOWN ARE FOR ILLUSTRATION PURPOSES ONLY.
6. ALL SIGNAL HEADS ARE TO BE L.E.D. IN BLACK HOUSING.
7. THE CONTRACTOR SHALL INSTALL/LOCATE NEW SIGNAL HEADS AND REQUIRED SIGNAGE IN ACCORDANCE WITH GUIDELINES OF SIGNAL HEAD PLACEMENT FROM THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST ADDITION.
8. LUMINAIRES TO BE L.E.D.
9. THE REQUIRED RADAR DETECTORS ARE SHOWN IN TYPICAL LOCATIONS ONLY. THE CONTRACTOR SHALL LOCATE THE REQUIRED DETECTORS BASED ON THE THE MANUFACTURER'S RECOMMENDATIONS TO ACHIEVE OPTIMAL DETECTION OF REQUIRED ZONES.

PHASING DIAGRAM			
1 -	2 ⟷ P2	3 -	4 ↓
5 -	6 ⟷ P6	7 -	8 ↑

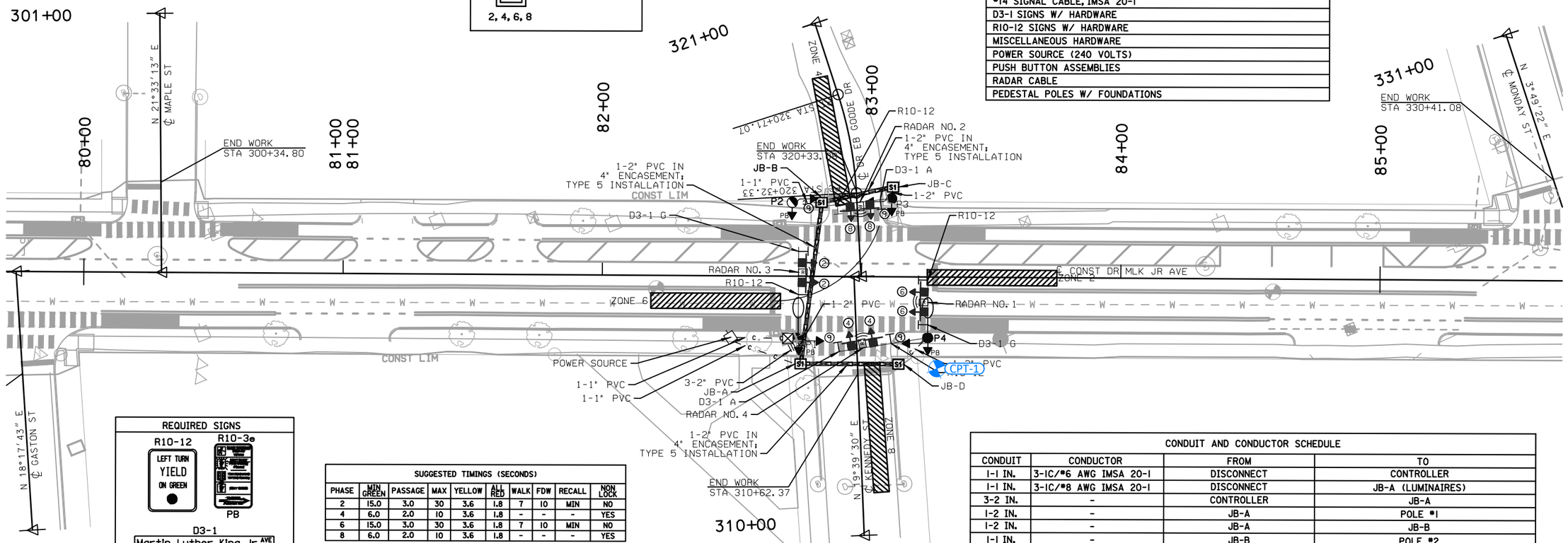
REQUIRED SIGNAL HEADS



2, 4, 6, 8

SUPPORTING STRUCTURES						
POLE NO.	POLE HEIGHT	STATION	OFFSET	MAST ARM LENGTH	LUMINAIRE LENGTH	COMMENTS
P1	37	82+75.69	23.73' RT	35	12	SIGNAL POLE
P2	8	82+73.09	28.46' LT	-	-	PEDESTAL POLE
P3	37	83+11.45	30.18' LT	25	-	SIGNAL POLE
P4	37	83+25.65	23.47' RT	25, 35	12	SIGNAL POLE

ESTIMATED EQUIPMENT AND MATERIAL SCHEDULE
#14 SIGNAL CABLE, IMSA 20-1
D3-1 SIGNS W/ HARDWARE
R10-12 SIGNS W/ HARDWARE
MISCELLANEOUS HARDWARE
POWER SOURCE (240 VOLTS)
PUSH BUTTON ASSEMBLIES
RADAR CABLE
PEDESTAL POLES W/ FOUNDATIONS



REQUIRED SIGNS
R10-12 — LEFT TURN YIELD ON GREEN
R10-3e — PB
D3-1 — Martin Luther King Jr AVE — A
D3-1 — Kennedy ST — G

SUGGESTED TIMINGS (SECONDS)									
PHASE	MIN GREEN	PASSAGE	MAX	YELLOW	ALL RED	WALK	FDW	RECALL	NON LOCK
2	15.0	3.0	30	3.6	1.8	7	10	MIN	NO
4	6.0	2.0	10	3.6	1.8	-	-	-	YES
6	15.0	3.0	30	3.6	1.8	7	10	MIN	NO
8	6.0	2.0	10	3.6	1.8	-	-	-	YES

DETECTOR TABLE					
ZONE	PHASE	SIZE	TYPE	RADAR NO.	SETBACK DISTANCE
2	2	6X50	MATRIX	3	-
4	4	6X50	MATRIX	4	-
6	6	6X50	MATRIX	1	-
8	8	6X50	MATRIX	2	-

CONDUIT AND CONDUCTOR SCHEDULE			
CONDUIT	CONDUCTOR	FROM	TO
1-1 IN.	3-1C/#6 AWG IMSA 20-1	DISCONNECT	CONTROLLER
1-1 IN.	3-1C/#8 AWG IMSA 20-1	DISCONNECT	JB-A (LUMINAIRES)
3-2 IN.	-	CONTROLLER	JB-A
1-2 IN.	-	JB-A	POLE #1
1-2 IN.	-	JB-A	JB-B
1-1 IN.	-	JB-B	POLE #2
1-2 IN.	-	JB-B	JB-C
1-2 IN.	-	JB-C	POLE #3
1-2 IN.	-	JB-A	JB-D
1-2 IN.	-	JB-D	POLE #4
-	4C/#14 AWG IMSA 20-1	CONTROLLER	SIGNAL HEADS #2, #4, #6, #8
-	RADAR CABLE	CONTROLLER	RADAR #1, #2, #3, #4
-	5C/#14 AWG IMSA 20-1	CONTROLLER	PEDESTRIAN SIGNAL HEADS & PUSH BUTTONS

LEGEND

APPROXIMATE CPT LOCATION

NOTE: BASE DRAWING ADAPTED FROM ALDOT TRAFFIC SIGNAL LAYOUT SHEET 100

0 40 80 Feet 180

CLIENT
VOLKERT, INC.

PROJECT
DR. MARTIN LUTHER KING, JR. AVE. PHASE IV

CONSULTANT
wsp

YYYY-MM-DD	2024-2-2
DESIGNED	-
PREPARED	JH
REVIEWED	MA
APPROVED	-

TITLE PROJECT NAME
CPT BORING PLAN

PROJECT NO. 7382-23-4132 - REV. 0 FIGURE FIGURE 3

IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM: ANSI B 1in

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APPENDIX B

Test Boring Records
– Three Sheets

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
TIGER-FAUP-4917(250), Phase IV	2024	01

NOTES:

THE SUBSURFACE CONDITIONS ENCOUNTERED AT THE BORING LOCATIONS ARE SHOWN ON THE TEST BORING RECORDS. THESE RECORDS REPRESENT OUR INTERPRETATION OF THE SUBSURFACE CONDITIONS BASED ON THE FIELD LOGS AND VISUAL CLASSIFICATION OF FIELD SAMPLES BY A GEOTECHNICAL PROFESSIONAL, AND MAY NOT NECESSARILY REFLECT THE ACTUAL VARIATION IN SUBSURFACE CONDITIONS BETWEEN BORINGS AND SAMPLES. THE LINES DESIGNATING THE INTERFACE BETWEEN VARIOUS STRATA ON THE RECORDS REPRESENT THE APPROXIMATE INTERFACE LOCATION. THE ACTUAL TRANSITION BETWEEN STRATA MAY BE GRADUAL. THE OBSERVED WATER LEVELS AND CONDITIONS INDICATED ON THE BORING LOGS ARE AS RECORDED AT THE TIME OF EXPLORATION. THESE WATER LEVELS AND CONDITIONS MAY VARY CONSIDERABLY WITH TIME ACCORDING TO THE PREVAILING CLIMATE, RAINFALL OR OTHER FACTORS AND ARE OTHERWISE DEPENDENT ON THE DURATION OF AND THE METHODS USED IN THE EXPLORATION PROGRAM. THIS INFORMATION WAS PREPARED AND IS INTENDED FOR STATE DESIGN AND ESTIMATE PURPOSES. ITS PRESENTATION ON THE PLANS OR ELSEWHERE IS FOR THE PURPOSE OF PROVIDING INTENDED USERS WITH ACCESS TO THE SAME INFORMATION AVAILABLE TO THE STATE. THIS SUBSURFACE INFORMATION IS PRESENTED IN GOOD FAITH AND IS NOT INTENDED AS A SUBSTITUTE FOR PERSONAL INVESTIGATION, INDEPENDENT INTERPRETATIONS OR JUDGMENT OF THE CONTRACTOR.

REFERENCE:
CHECKLIST AND GUIDELINES FOR REVIEW OF GEOTECHNICAL REPORTS AND PRELIMINARY PLANS AND SPECIFICATION, FEDERAL HIGHWAY ADMINISTRATION PUBLICATION NO.: FHWA ED-88-053, AUGUST 1988 (REVISED FEBRUARY 2003)

Rock Type Symbol Legend

SYMBOL	ROCK TYPE
	COAL/LIGNITE
	CONGLOMERATE
	GNEISS
	LIMESTONE/DOLOMITE
	QUARTZITE
	SANDSTONE
	SHALE
	SILTSTONE
	VOIDS - FILLED
	VOIDS

Miscellaneous Symbol Legend

	ASPHALT
	CONCRETE
	WATER

Soil Classification Symbol Legend

SYMBOL	USCS	AASHTO
	GW	A-1-a
	GP	A-1-a
	GM	A-1-b
	GC	A-2-6, A-2-7
	SW	A-1-b
	SP	A-3
	SM	A-2-4, A-2-5
	SC	A-2-6, A-2-7
	ML	A-4
	CL	A-6
	MH	A-5
	CH	A-7
	FILL	
	MUCK/PEAT	
	TOPSOIL	

Sample Type and Water Level Symbol Legend

	Dynamic Cone Penetrometer
	No Recovery
	Power Auger without Sampling
	Rock Core Sample
	Split Spoon Sample
	Undisturbed Sample
	Caved Depth
	Water level at time of drilling
	Water level after drilling
	Delayed water level

SPT — Standard Penetration Test Resistance (blows per foot)

PPV — Pocket Penetrometer Value

50/100 — Rock Quality Designation / Core Recovery %

KEY TO SYMBOLS AND DESCRIPTIONS

ALABAMA LICENSED No. 28265 PROFESSIONAL ENGINEER MEHDAT M. ABDALLA
2/26/2024

Alabama Department of Transportation

WSP Environment & Infrastructure, Inc.
4000 Meadow Lake Drive, Suite 121
Birmingham, Alabama, 35242

PROJECT NO.: TIGER-FAUP-4917(250), Phase IV
SIGNAL POLE GEOTECHNICAL REPORT
PROPOSED SIGNAL POLE INSTALLATION ALONG MLK JR. AVE, PHASE IV

APPROVED:

GEOTECHNICAL ENGINEER

DATE:

WSP PROJECT NO.: 7382-23-4132

PRELIMINARY PROJECT NO.: --

TEST BORING RECORD
SHEET 1 OF 3

SIGNAL POLES: P1, P3, AND P4

PAGE 1 OF 2

N: 254256
E: 1792621

Volkert, Inc.
Phase IV TIGER Grant, MLK Jr. Ave.
Mobile, Alabama
WSP Project No. 7382234132

Boring CPT-1

STA, 83+11
30 FT
LEFT OF CL

Date Drilled: 10/19/2023
Driller: Southern Earth Sciences
Equipment: Truck Mounted CPT Rig
Hammer Type: None
Drill Method: CPT
Logged By: Southern Earth Sciences, Inc.
Reviewed By: Medhat Abdalla

Groundwater Information:

Ground-water At Time of Drilling: 2,4 ft
Ground-water Upon Completion of Drilling: —
Stabilized Ground-water Level: —
Cave-In Depth: —

Elev. ft	Depth ft	Description of Strata	Sample Depth ft	N60-Value	Total Unit Weight (pcf)	Poisson's Ratio	Su (psf)	φ (degrees)	K_o (psi)	K_c (psi)	ε_{50}	Remarks
18.4	0	(0 ft) Loose, silty SAND - SM	0.0	(N = 5)								
			1.5	(N = 8)	117	0.2	–	40	25	200	–	
			3.0	(N = 8)								
13.4	5	(5 ft) Firm to loose, silty SAND - SM	4.5	(N = 17)								
			6.0	(N = 16)	59.2	0.1	–	30	25	200	–	
			7.5	(N = 7)								
8.4	10	(9 ft) Soft to very soft, lean CLAY - CL	9.0	(N = 2)								
			10.5	(N = 1)								
			12.0	(N = 3)	49.6	0.2	250	–	30	–	0.2	
3.4	15		13.5	(N = 2)								
			15.0	(N = 2)								
			16.5	(N = 2)								
-1.6	20	(19 ft) Soft to firm, silty, lean CLAY - CL	18.0	(N = 2)								
			19.5	(N = 3)								
			21.0	(N = 4)	52.6	0.2	1000	–	500	200	0.01	
			22.5	(N = 5)								
-6.6	25		24.0	(N = 4)								
			25.5	(N = 11)								
			27.0	(N = 16)	62.6	0.1	–	42	125	125	–	
-11.6	30	(27 ft) Firm to dense, poorly graded SAND - SP	28.5	(N = 27)								

SIGNAL POLES: P1, P3, AND P4

PAGE 2 OF 2

N: 254256
E: 1792621

Volkert, Inc.
Phase IV TIGER Grant, MLK Jr. Ave.
Mobile, Alabama
WSP Project No. 7382234132

Boring CPT-1

STA, 83+11
30 FT
LEFT OF CL

Elev. ft	Depth ft	Description of Strata	Sample Depth ft	N60-Value	Total Unit Weight (pcf)	Poisson's Ratio	Su (psf)	φ (degrees)	K_o (psi)	K_c (psi)	ε_{50}	Remarks
-11.6	30	(27 ft) Firm to dense, poorly graded SAND - SP	30.0	(N = 26)								
			31.5	(N = 27)								
			33.0	(N = 32)								
-16.6	35		34.5	(N = 46)	62.6	0.1	–	42	125	125	–	
			36.0	(N = 43)								
			37.5	(N = 45)								
-21.6	40		39.0	(N = 42)								

SPT Terminated at 40 feet.

CPT-1 data applicable for the following locations:

- Pole No. P1
  - •• Station 82+75.69, Offset 23.73 ft RT of CL, GS Elevation 18.21 ft
- Pole No. P3
  - •• Station 83+11.45, Offset 30.18 ft LT of CL, GS Elevation 18.44 ft
- Pole No. P4
  - •• Station 83+25.65, Offset 23.47 ft RT of CL, GS Elevation 181.25 ft

SIGNAL POLES: P2, P3, P4, P5, AND P6

PAGE 1 OF 2

N: 254811
E: 1791246

Volkert, Inc.
Phase IV TIGER Grant, MLK Jr. Ave.
Mobile, Alabama
WSP Project No. 7382234132

Boring CPT-2

STA, 66+62
23,6 FT
LEFT OF CL

Date Drilled: 10/19/2023
Driller: Southern Earth Sciences
Equipment: Truck Mounted CPT Rig
Hammer Type: None
Drill Method: CPT
Logged By: Southern Earth Sciences, Inc.
Reviewed By: Medhat Abdalla

Groundwater Information:

Ground-water At Time of Drilling: 7,6 ft
Ground-water Upon Completion of Drilling: —
Stabilized Ground-water Level: —
Cave-In Depth: —

Elev. ft	Depth ft	Description of Strata	Sample Depth ft	N60-Value	Unit Weight (pcf)	Poisson's Ratio	Su (psf)	φ (degrees)	K_o (psi)	K_c (psi)	ε_{50}	Remarks
28.1	0	(0 ft) Firm, silty SAND - SM	0.0	(N = 12)								
			1.5	(N = 38)	119	0.2	–	–	1000	400	.005	
		(2 ft) Dense to firm, poorly graded SAND - SP	3.0	(N = 14)								
23.1	5	(5 ft) Firm, silty SAND - SM	4.5	(N = 20)								
			6.0	(N = 13)	55.6	0.1	–	32	60	90	–	
			7.5	(N = 11)								
18.1	10	(10 ft) Firm to very soft, lean CLAY - CL	9.0	(N = 5)								
			10.5	(N = 2)								
			12.0	(N = 2)	49.1	0.2	300	–	30	–	0.2	
13.1	15		13.5	(N = 2)								
			15.0	(N = 2)								
			16.5	(N = 2)								
			18.0	(N = 2)								
8.1	20		19.5	(N = 2)								
			21.0	(N = 2)	51.1	0.2	500	–	30	–	0.2	
			22.5	(N = 2)								
			24.0	(N = 9)	55.6	0.1	500	29	120	200	–	
3.1	25	(24 ft) Loose, silty SAND - SM	25.5	(N = 2)								
		(26 ft) Soft to very soft, lean CLAY - CL	27.0	(N = 2)	49.1	0.2	300	–	30	–	0.2	
-1.9	30	(29 ft) Soft, lean CLAY - CL	28.5	(N = 3)								

SIGNAL POLES: P2, P3, P4, P5, AND P6

PAGE 2 OF 2

N: 254811
E: 1791246

Volkert, Inc.
Phase IV TIGER Grant, MLK Jr. Ave.
Mobile, Alabama
WSP Project No. 7382234132

Boring CPT-2

STA, 66+62
23,6 FT
LEFT OF CL

Elev. ft	Depth ft	Description of Strata	Sample Depth ft	N60-Value	Unit Weight (pcf)	Poisson's Ratio	Su (psf)	φ (degrees)	K_o (psi)	K_c (psi)	ε_{50}	Remarks
-1.9	30	(29 ft) Soft, lean CLAY - CL	30.0	(N = 4)								
			31.5	(N = 4)	51.6	0.2	500	=	500	=	.01	
			33.0	(N = 4)								

SPT Terminated at 35 feet.

CPT-2 data applicable for the following locations:

- Pole No. P1
  - •• Station 62+77.06, Offset 21.86 ft LT of CL, GS Elevation 29.37 ft
- Pole No. P2
  - •• Station 61+98.84, Offset 23.72 ft RT of CL, GS Elevation 28.91 ft
  - •• Station 68+95.10, Offset 20.70 ft LT of CL, GS Elevation 27.64 ft
- Pole No. P3
  - •• Station 60+17.16, Offset 24.15 ft RT of CL, GS Elevation 28.74 ft
  - •• Station 69+05.04, Offset 23.51 ft RT of CL, GS Elevation 27.49 ft
- Pole No. P4
  - •• Station 59+68.24, Offset 34.93 ft LT of CL, GS Elevation 29.91 ft
  - •• Station 68+51.69, Offset 23.59 ft RT of CL, GS Elevation 27.64 ft
- Pole No. P5
  - •• Station 67+01.85, Offset 22.93 ft RT of CL, GS Elevation 28.54 ft
- Pole No. P6
  - •• Station 66+58.72, Offset 29.68 ft LT of CL, Elevation 28.65 ft

SIGNAL POLES: P1 AND P4

PAGE 1 OF 2

N: 255576
E: 1789411

Volkert, Inc.
Phase IV TIGER Grant, MLK Jr. Ave.
Mobile, Alabama
WSP Project No. 7382234132

Boring CPT-4

STA, 48+90
24,5 FT
RIGHT OF CL

Date Drilled: 10/19/2023
Driller: Southern Earth Sciences
Equipment: Truck Mounted CPT Rig
Hammer Type: None
Drill Method: CPT
Logged By: Southern Earth Sciences, Inc.
Reviewed By: Medhat Abdalla

Groundwater Information:

Ground-water At Time of Drilling: 16,4 ft
Ground-water Upon Completion of Drilling: —
Stabilized Ground-water Level: —
Cave-In Depth: —

Elev. ft	Depth ft	Description of Strata	Sample Depth ft	N60-Value	Unit Weight (pcf)	Poisson's Ratio	Su (psf)	φ (degrees)	K_o (psi)	K_c (psi)	ε_{50}	Remarks
14.5	0	(0 ft) Soft to firm, silty, lean CLAY with sand - CL	0.0	(N = 12)								
			1.5	(N = 11)	116	0.2	150	–	500	200	.007	
			3.0	(N = 4)								
			4.5	(N = 4)								
9.5	5	(6 ft) Loose, silty SAND - SM	6.0	(N = 5)	115	0.1	–	25	25	25	–	
			7.5	(N = 9)								
			9.0	(N = 9)	117	0.2	–	35	25	25	–	
4.5	10		10.5	(N = 7)								
			12.0	(N = 7)	115	0.2	250	–	100	–	.01	
			13.5	(N = 7)								
-0.5	15		15.0	(N = 9)								
		(16 ft) Firm, silty SAND - SM	16.5	(N = 9)								
			18.0	(N = 12)								
			19.5	(N = 12)								
-5.5	20		21.0	(N = 12)	57.6	0.1	–	36	60	60	–	
			22.5	(N = 13)								
			24.0	(N = 13)								
-10.5	25		25.5	(N = 11)								
		(27 ft) Very firm, poorly graded SAND - SP	27.0	(N = 21)								
-15.5	30		28.5	(N = 23)								

SIGNAL POLES: P1 AND P4

PAGE 2 OF 2

N: 255576
E: 1789411

Volkert, Inc.
Phase IV TIGER Grant, MLK Jr. Ave.
Mobile, Alabama
WSP Project No. 7382234132

Boring CPT-4

STA, 48+90
24,5 FT
RIGHT OF CL

Elev. ft	Depth ft	Description of Strata	Sample Depth ft	N60-Value	Unit Weight (pcf)	Poisson's Ratio	Su (psf)	φ (degrees)	K_o (psi)	K_c (psi)	ε_{50}	Remarks
-15.5	30	(27 ft) Very firm, poorly graded SAND - SP	30.0	(N = 24)								
			31.5	(N = 20)								
		(33 ft) Very firm, silty SAND - SM	33.0	(N = 21)								
-20.5	35		34.5	(N = 20)	60.6	0.1	–	39	60	60	–	
			36.0	(N = 20)								
		(37.5 ft) Very firm, poorly graded SAND - SP	37.5	(N = 25)								
-25.5	40		39.0	(N = 30)								

SPT Terminated at 40.5 feet.

CPT-4 data applicable for the following locations:

- Pole No. P1
  - •• Station 48+19.76, Offset 32.61 ft RT of CL, GS Elevation 14.93 ft
- Pole No. P4
  - •• Station 48+90.13, Offset 24,66 ft RT of CL, GS Elevation 14.53 ft

ALABAMA LICENSED No. 28285 PROFESSIONAL ENGINEER MEDHAT M. ABDALLA

2/26/2024

Alabama Department of Transportation

WSP Environment & Infrastructure, Inc.
4000 Meadow Lake Drive, Suite 121
Birmingham, Alabama, 35242

APPROVED:

GEOTECHNICAL ENGINEER

DATE:

PROJECT NO.: TIGER-FAUP-4917(250), Phase IV
SIGNAL POLE GEOTECHNICAL REPORT
PROPOSED SIGNAL POLE INSTALLATION ALONG MLK JR. AVE, PHASE IV

WSP PROJECT NO.: 7382-23-4132

PRELIMINARY PROJECT NO.: --

TEST BORING RECORD
SHEET 2 OF 3

SIGNAL POLES: P2 AND P3

PAGE 1 OF 2

Volkert, Inc.
Phase IV TIGER Grant, MLK Jr. Ave.
Mobile, Alabama
WSP Project No. 7382234132

N: 255672
E: 1789374

Boring CPT-5

STA, 47+73
26.5 FT
LEFT OF CL

Date Drilled: 10/19/2023
Driller: Southern Earth Sciences
Equipment: Truck Mounted CPT Rig
Hammer Type: None
Drill Method: CPT
Logged By: Southern Earth Sciences, Inc.
Reviewed By: Medhat Abdalla

Groundwater Information:

▽ Ground-water At Time of Drilling: 7.9 ft
Ground-water Upon Completion of Drilling: —
Stabilized Ground-water Level: —
Cave-in Depth: —

Elev. ft	Depth m	Description of Strata	Sample Depth ft	N60-Value	Unit Weight (pcf)	Poisson's Ratio	Su (psf)	φ (degrees)	K_o (psf)	K_o (psi)	K_{2g}	Remarks
12.0	0	(0 ft) Firm to loose, silty SAND -SM	0.0									
				(N = 11)								
			1.5									
				(N = 5)	117	0.1	–	35	25	25	–	
			3.0									
				(N = 7)								
			4.5									
				(N = 8)								
7.0	5		6.0									
				(N = 7)								
			7.5		55.6	0.1	–	36	20	20	–	
				(N = 7)								
			9.0									
2.0	10	(10 ft) Firm, silty SAND - SM		(N = 8)								
			10.5									
				(N = 8)								
			12.0									
				(N = 11)								
			13.5		57.6	0.1	–	38	60	60	–	
				(N = 12)								
			15.0									
-3.0	15			(N = 16)								
			16.5									
				(N = 20)								
			18.0									
		(17 ft) Firm to very firm, poorly graded SAND - SP		(N = 22)								
			19.5									
				(N = 20)								
			21.0									
				(N = 21)								
			22.5									
				(N = 22)								
-8.0	20		24.0		61.6	0.1	–	40	60	60	–	
				(N = 23)								
			25.5									
				(N = 20)								
			27.0									
				(N = 23)								
			28.5									
-13.0	25			(N = 24)								
-18.0	30											

Phase IV TIGER Grant, MLK Jr. Ave. 2024
7382234132

SIGNAL POLES: P2 AND P3

PAGE 2 OF 2

Volkert, Inc.
Phase IV TIGER Grant, MLK Jr. Ave.
Mobile, Alabama
WSP Project No. 7382234132

N: 255672
E: 1789374

Boring CPT-5

STA, 47+72.97
28.46 FT
LEFT OF CL

Elev. ft	Depth m	Description of Strata	Sample Depth ft	N60-Value	Unit Weight (pcf)	Poisson's Ratio	Su (psf)	φ (degrees)	K_o (psi)	K_o (psi)	K_{2g}	Remarks
-18.0	30	(16.5 ft) Firm to very firm, poorly graded SAND - SP	30.0									
				(N = 25)								
			31.5									
				(N = 22)								
			33.0									
				(N = 26)								
			34.5									
				(N = 25)								
			36.0									
				(N = 28)								
			37.5									
				(N = 27)								
			39.5									
				(N = 31)								
-28.0	40				61.6	0.1	–	40	60	60	–	
		SPT Terminated at 40 feet.										
-33.0	45	CPT-5 data applicable for the following locations: • Pole No. P2 •• Station 47+72.97, Offset 28.46 ft LT of CL, GS Elevation 12.02 ft • Pole No, P3 •• Station 48+38.21, Offset 21.68 ft LT of CL, GS Elevation 13.64 ft										
-38.0	50											
-43.0	55											
-48.0	60											
-53.0	65											

Phase IV TIGER Grant, MLK Jr. Ave. 2024
7382234132

ALABAMA LICENSED No. 28265 PROFESSIONAL ENGINEER MEDHAT M. ABDALLA
2/26/2024

Alabama Department of Transportation

WSP Environment & Infrastructure, Inc.
4000 Meadow Lake Drive, Suite 121
Birmingham, Alabama, 35242

APPROVED:

GEOTECHNICAL ENGINEER

DATE:

PROJECT NO.: TIGER-FAUP-4917(250), Phase IV
SIGNAL POLE GEOTECHNICAL REPORT
PROPOSED SIGNAL POLE INSTALLATION ALONG MLK JR. AVE, PHASE IV

WSP PROJECT NO.: 7382-23-4132

PRELIMINARY PROJECT NO.: --

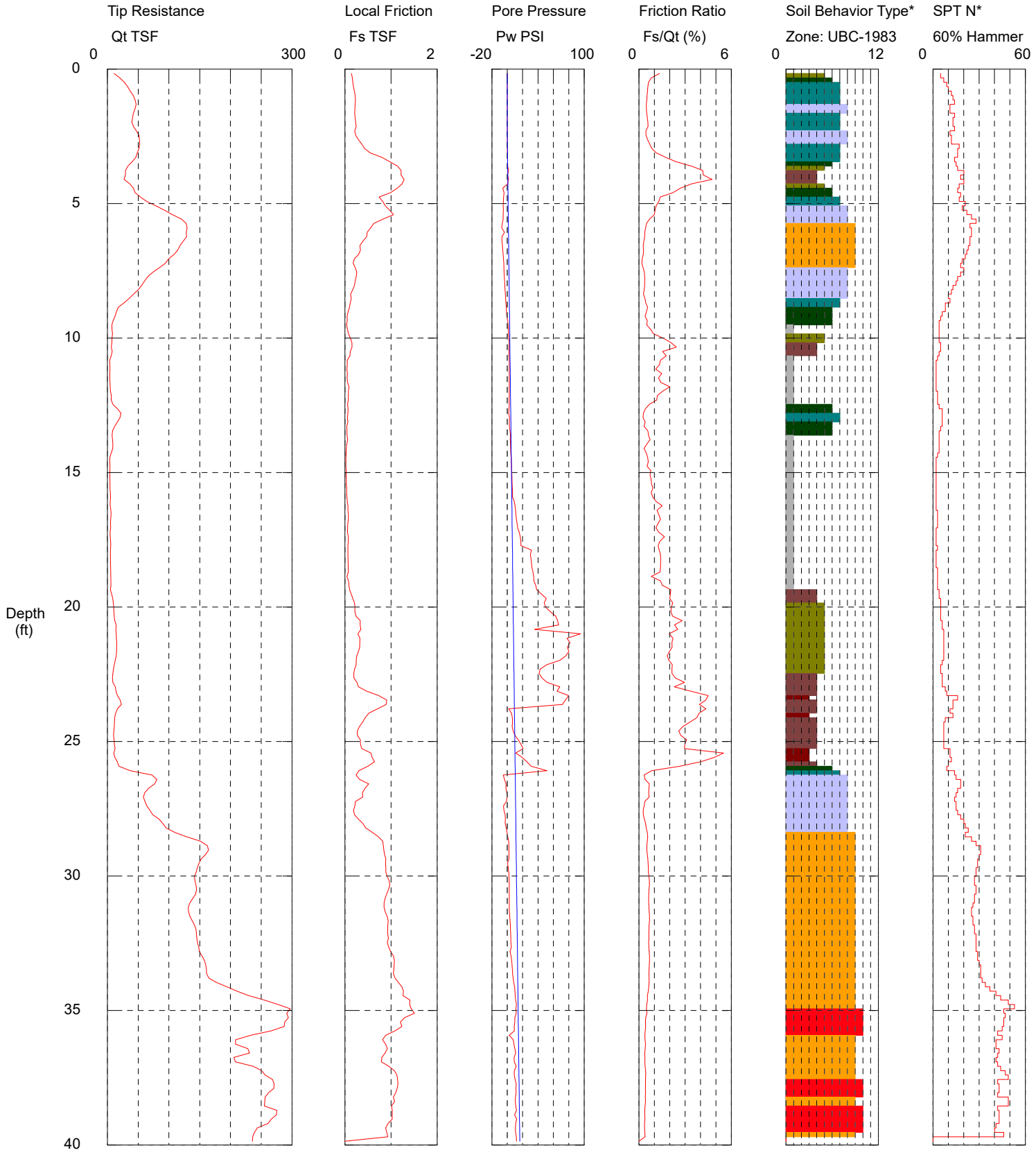
TEST BORING RECORD
SHEET 3 OF 3

sCPT Soundings

Southern Earth Sciences

Operator: Brandon Green
Sounding: CPT-1
Cone Used: DDG1648
GPS Data: N30.69791 W88.05960

CPT Date/Time: 10/19/2023 12:41:41 PM
Location: MLK TRAFFIC SIGNALS
Job Number: M23-588
Groundwater: collapsed and dry at 2.4-ft.



Maximum Depth = 40.19 feet

Depth Increment = 0.164 feet

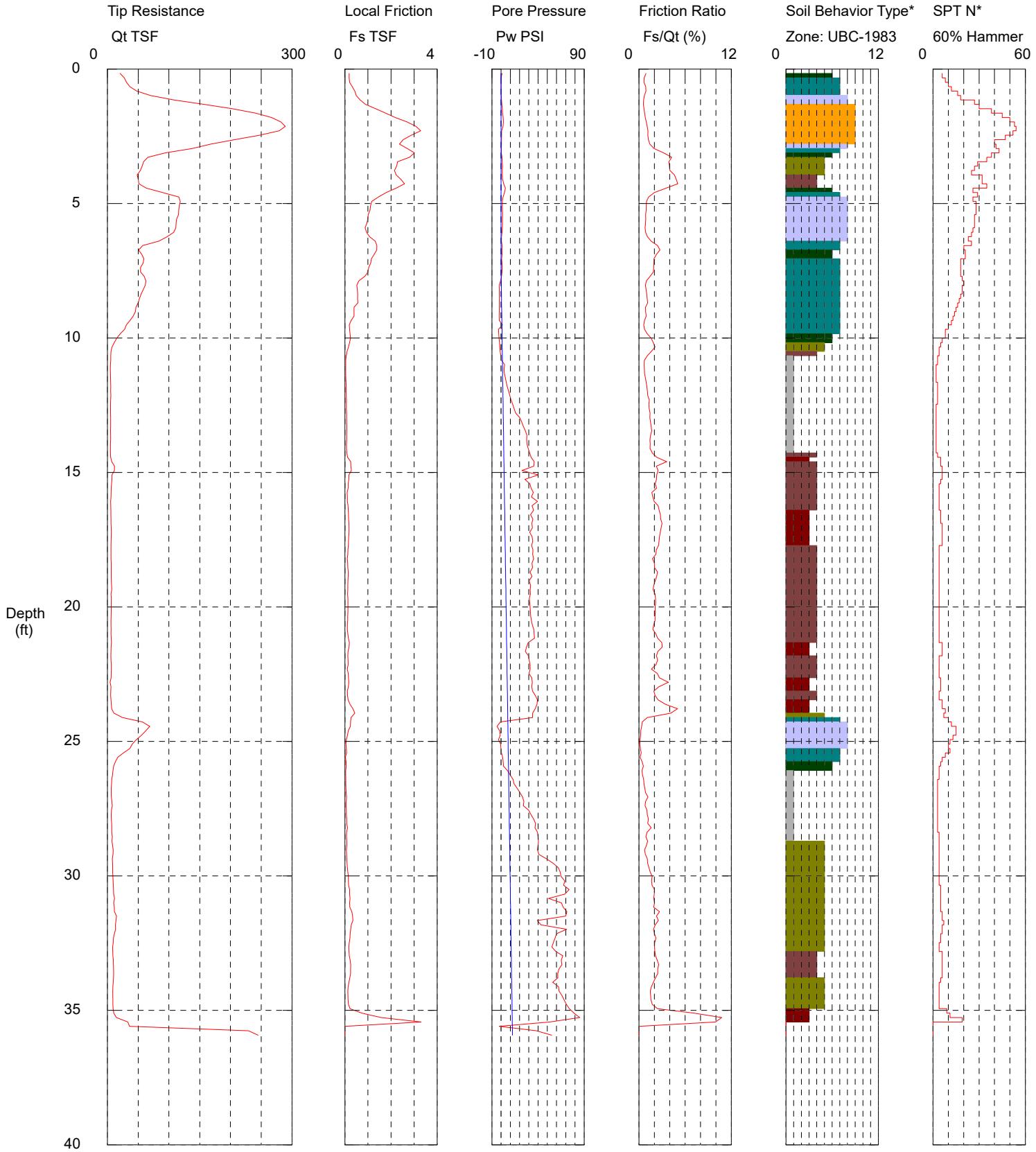
1 sensitive fine grained
2 organic material
3 clay
4 silty clay to clay
5 clayey silt to silty clay
6 sandy silt to clayey silt
187
7 silty sand to sandy silt
8 sand to silty sand
9 sand
10 gravelly sand to sand
11 very stiff fine grained (*)
12 sand to clayey sand (*)

*Soil behavior type and SPT based on data from UBC-1983

Southern Earth Sciences

Operator: Brandon Green
Sounding: CPT-2
Cone Used: DDG1648
GPS Data: N30.69941 W88.06399

CPT Date/Time: 10/19/2023 1:21:04 PM
Location: MLK TRAFFIC SIGNALS
Job Number: M23-588
Groundwater: collapsed and dry at 7.6-dry.



Maximum Depth = 35.93 feet

Depth Increment = 0.164 feet

1 sensitive fine grained
2 organic material
3 clay
4 silty clay to clay
5 clayey silt to silty clay
6 sandy silt to clayey silt
7 silty sand to sandy silt
8 sand to silty sand
9 sand
10 gravelly sand to sand
11 very stiff fine grained (*)
12 sand to clayey sand (*)

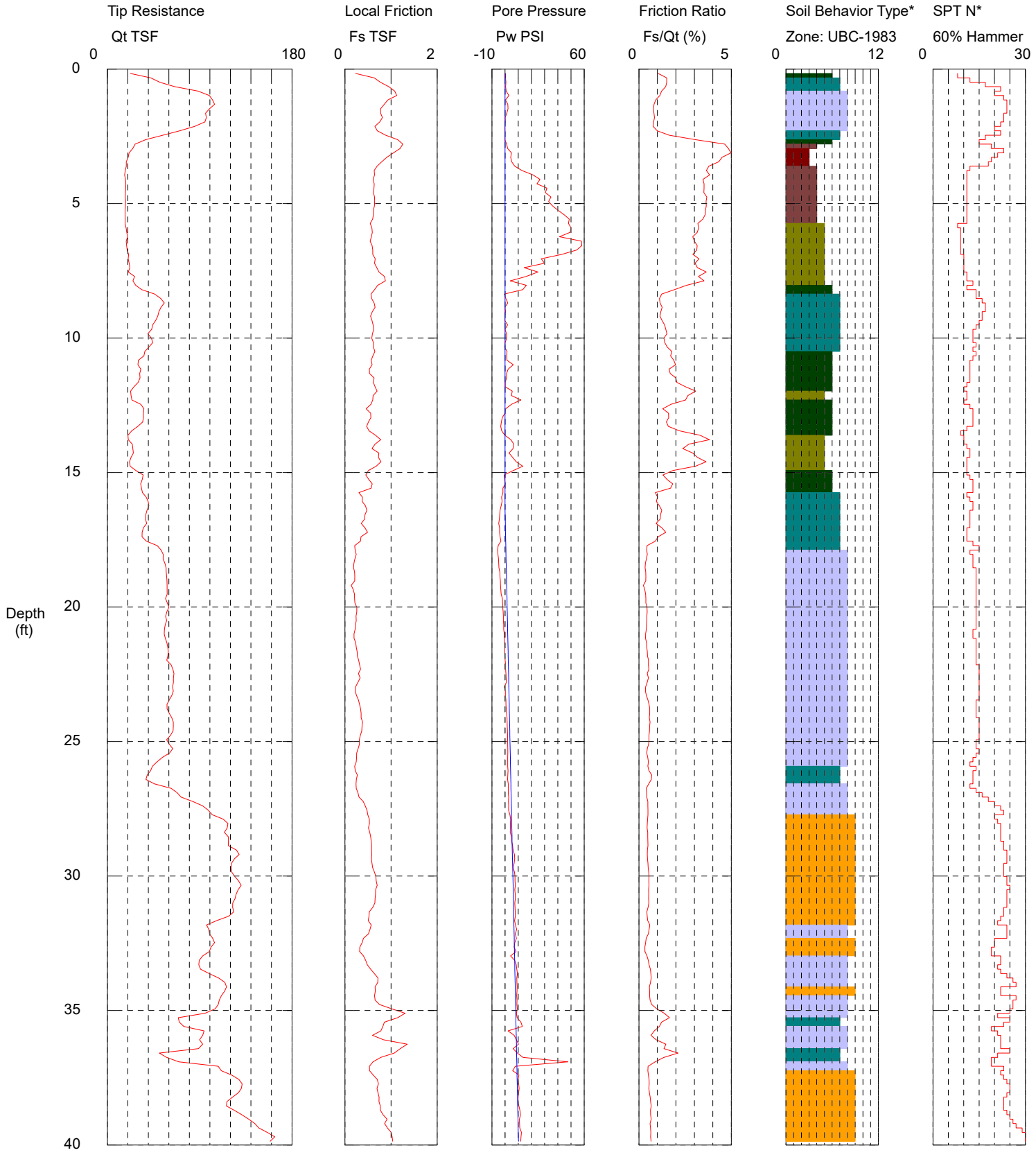
188

*Soil behavior type and SPT based on data from UBC-1983

Southern Earth Sciences

Operator: Brandon Green
Sounding: CPT-4
Cone Used: DDG1648
GPS Data: N30.70142 W88.06975

CPT Date/Time: 10/19/2023 12:01:39 PM
Location: MLK TRAFFIC SIGNALS
Job Number: M23-588
Groundwater: collapsed and dry at 16.4-ft.



Maximum Depth = 41.17 feet

Depth Increment = 0.164 feet

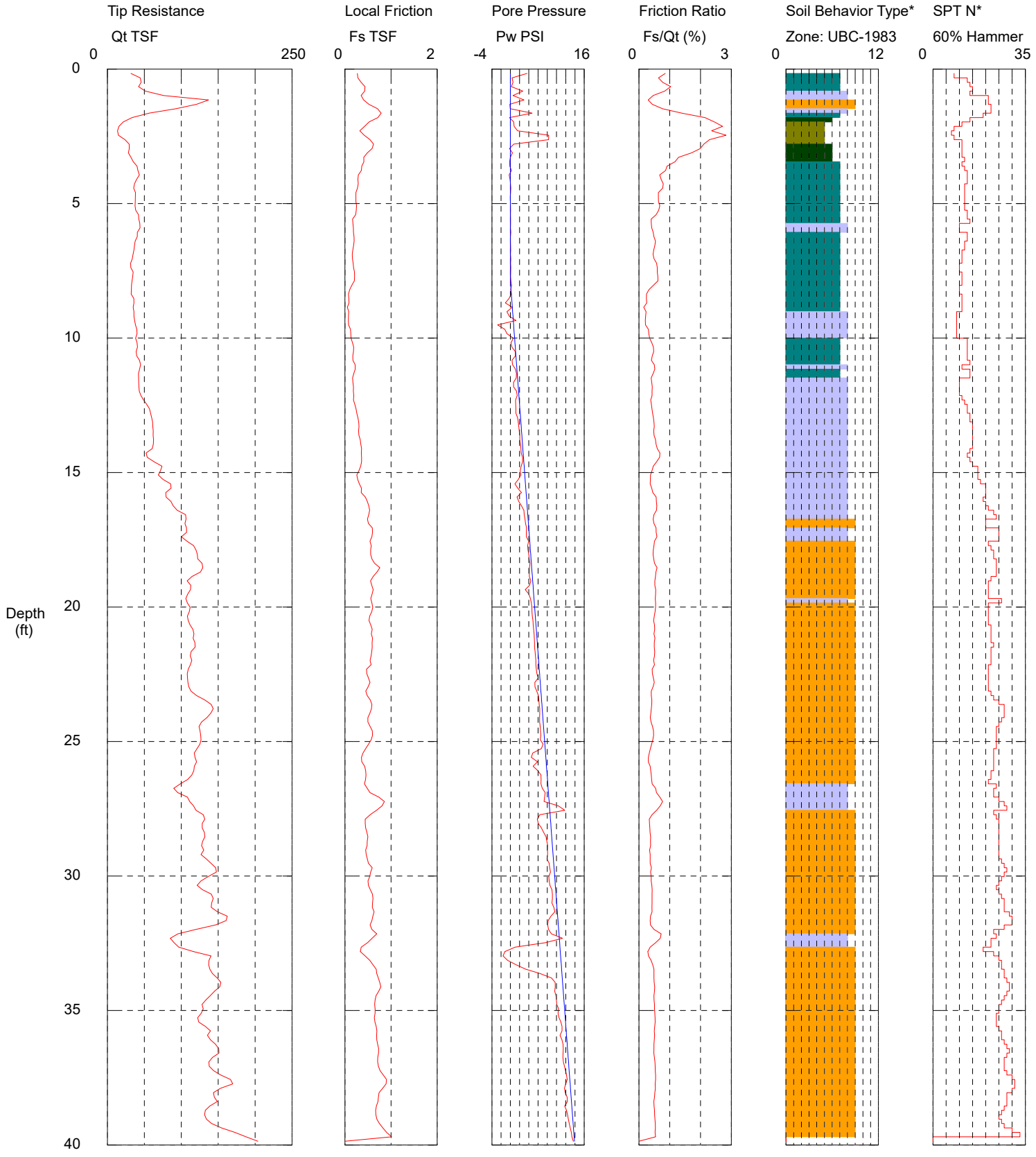
1 sensitive fine grained
2 organic material
3 clay
4 silty clay to clay
5 clayey silt to silty clay
6 sandy silt to clayey silt
189
7 silty sand to sandy silt
8 sand to silty sand
9 sand
10 gravelly sand to sand
11 very stiff fine grained (*)
12 sand to clayey sand (*)

*Soil behavior type and SPT based on data from UBC-1983

Southern Earth Sciences

Operator: Brandon Green
Sounding: CPT-5
Cone Used: DDG1648
GPS Data: N30.70181 W88.06995

CPT Date/Time: 10/20/2023 9:43:04 AM
Location: MLK TRAFFIC SIGNALS
Job Number: M23-588
Groundwater: collapsed and dry at 7.9-ft.



Maximum Depth = 40.19 feet

Depth Increment = 0.164 feet

1 sensitive fine grained
2 organic material
3 clay
4 silty clay to clay
5 clayey silt to silty clay
6 sandy silt to clayey silt
7 silty sand to sandy silt
8 sand to silty sand
9 sand
10 gravelly sand to sand
11 very stiff fine grained (*)
12 sand to clayey sand (*)

190

*Soil behavior type and SPT based on data from UBC-1983

Cone Penetration Test Index Sheet

USER NOTES, ABBREVIATIONS AND DEFINITIONS

This Index sheet accompanies Cone Penetration Test Data. Please refer to the Boring Log Descriptive Terminology Sheet for information relevant to conventional boring logs.

This Cone Penetration Test (CPT) Sounding follows ASTM D 5778 and was made by ordinary and conventional methods and with care deemed adequate for the Department's design purposes. Since this sounding was not taken to gather information relating to the construction of the project, the data noted in the field and recorded may not necessarily be the same as that which a contractor would desire. While the Department believes that the information as to the conditions and materials reported is accurate, it does not warrant that the information is necessarily complete. This information has been edited or abridged and may not reveal all the information which might be useful or of interest to the contractor. Consequently, the Department will make available at its offices, the field logs relating to this sounding.

Since subsurface conditions outside each CPT Sounding are unknown, and soil, rock and water conditions cannot be relied upon to be consistent or uniform, no warrant is made that conditions adjacent to this sounding will necessarily be the same as or similar to those shown on this log. Furthermore, the Department will not be responsible for any interpretations, assumptions, projections or interpolations made by contractors, or other users of this log.

Water pressure measurements and subsequent interpreted water levels shown on this log should be used with discretion since they represent dynamic conditions. Dynamic Pore water pressure measurements may deviate substantially from hydrostatic conditions, especially in cohesive soils. In cohesive soils, water pressures often take extended periods of time to reach equilibrium and thus reflect their true field level. Water levels can be expected to vary both seasonally and yearly. The absence of notations on this log regarding water does not necessarily mean that this boring was dry or that the contractor will not encounter subsurface water during the course of construction.

CPT Terminology

CPT .....Cone Penetration Test
CPTU.....Cone Penetration Test with Pore Pressure measurements
SCPTU .....Cone Penetration Test with Pore Pressure and Seismic measurements
Piezocone...Common name for CPTU test

(Note: This test is not related to the Dynamic Cone Penetrometer DCP)

q_T TIP RESISTANCE

The resistance at the cone corrected for water pressure. Data is from cone with 60 degree apex angle and a 10 cm^2 end area.

f_s SLEEVE FRICTION RESISTANCE

The resistance along the sleeve of the penetrometer.

FR Friction Ratio

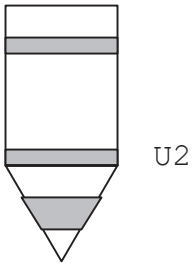
Ratio of sleeve friction over corrected tip resistance.
FR = fs/qt

V_s Shear Wave Velocity

A measure of the speed at which a siesmic wave travels through soil/rock.

PORE WATER MEASUREMENTS

Pore water measurements reported on CPT Log are representative of water pressures measured at the U2 location, just behind the cone tip, prior to the sleeve, as shown in the figure below. These measurements are considered to be dynamic water pressures due to the local disturbance caused by the cone tip. Dynamic water pressure decay and Static water pressure measurements are reported on a Pore Water Pressure Dissipation Graph.



SBT SOIL BEHAVIOR TYPE

Soil Classification methods for the Cone Penetration Test are based on correlation charts developed from observations of CPT data and conventional borings. Please note that these classification charts are meant to provide a guide to Soil Behavior Type and should not be used to infer a soil classification based on grain size distribution.

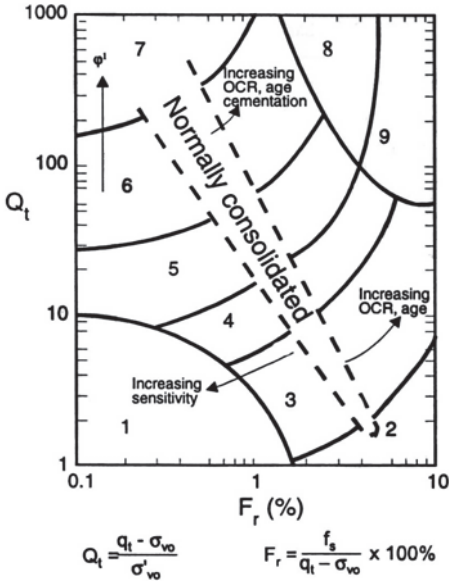
The numbers corresponding to different regions on the charts represent the following soil behavior types:

1. Sensitive, Fine Grained
2. Organic Soils - Peats
3. Clays - Clay to Silty Clay
4. Silt Mixtures - Clayey Silt to Silty Clay
5. Sand Mixtures - Silty Sand to Sandy Silt
6. Sands - Clean Sand to Silty Sand
7. Gravelly Sand to Sand
8. Very Stiff Sand to Clayey Sand
9. Very Stiff, Fine Grained

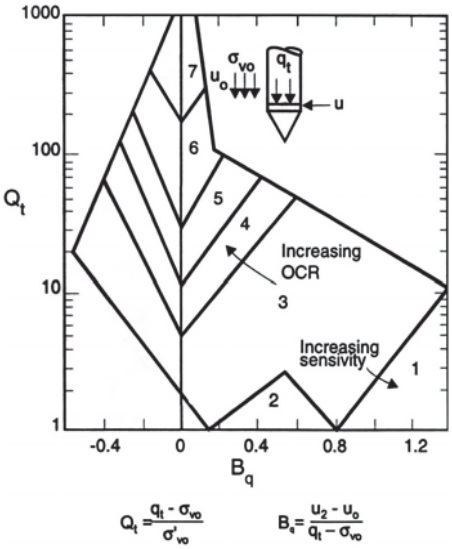
Note that engineering judgment, and comparison with conventional borings is especially important in the proper interpretation of CPT data in certain geo-materials.

The following charts are used to provide a Soil Behavior Type for the CPT Data.

Robertson CPT 1990
Soil Behavior type based on friction ratio



Robertson CPTU 1990
Soil Behavior type based on pore pressure



where ...

Q_T..... normalized cone resistance
B_q ..... pore pressure ratio
F_r ..... Normalized friction ratio
σ_{vo} ..... overburden pressure
σ'_{vo} ..... effective over burden pressure
u_2 ..... measured pore pressure
u_0 ..... equilibrium pore pressure

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APPENDIX C

Tables A-1 thru A-4

APPENDIX

Table A-1: sCPT-1 Recommended Design Parameters – Kennedy Street Intersection

Layer	General Description	Approximate Depths [from existing ground surface] (feet)	Typical SPT N-Value Range and Average	Unit Total Weight	Poisson's Ratio (2)	Undrained Shear Strength (3)	Friction Angle (degrees)	K_s [static] (pci)	K_c [cyclic] (pci)	E_{50}
1	Clays and Silts with Sand	Top: Ground surface Bottom: 5 feet	2 – 14 bpf Avg. 7 bpf	117 pcf	0.2	--	40	25	200	--
2	Sand and Silty Sands	Top: 5 feet Bottom: 9 feet	3 – 20 bpf Avg. 13 bpf	59.2 pcf (1)	0.1	--	30	20	20	--
3	Clays and Silts	Top: 9 feet Bottom: 19 feet	1 – 4 bpf Avg. 2 bpf	49.6 pcf (1)	0.2	250 psf	--	30	--	0.2
4	Clayey silt and Silty Clay	Top: 19 feet Bottom: 27 feet	2 – 15 bpf Avg. 5 bpf	52.6 pcf (1)	0.2	1,000 psf	--	500	200	0.01
5	Sand and Gravelly Sand	Top: 27 feet Bottom (Termination Depth): 40.19 feet	12 – 50 bpf Avg. 32 bpf	62.6 pcf (1)	0.1	--	42	125	125	--

Notes: (1) Bouyant unit weight is provided for materials as the water table is assumed to be at a depth of 5 feet below existing ground surface.

(2) Poisson's ratios (ν) are provided for drained loading at working levels.

(3) Undrained shear strength (s_u) estimated from sCPT sounding data.

APPENDIX

Table A-2: sCPT-2 Recommended Design Parameters – N Ann Street Intersection

Layer	General Description	Approximate Depths (from existing ground surface) (feet)	Typical SPT N-Value Range and Average	Unit Total Weight	Poisson's Ratio (2)	Undrained Shear Strength (3)	Friction Angle in degrees	K_s [static] (pci)	K_c [cyclic] (pci)	E_{50}
1	Clays and Silts with Sand	Top: Ground surface Bottom: 5 feet	3 – 47 bpf Avg. 21 bpf	119 pcf	0.2	--	--	1,000	400	.005
2	Sand and Silty Sands	Top: 5 feet Bottom: 10 feet	4 – 20 bpf Avg. 12 bpf	55.6 pcf (1)	0.1	--	32	60	90	--
3	Clays and Silts	Top: 10 feet Bottom: 14 feet	1 – 2 bpf Avg. 2 bpf	49.1 pcf (1)	0.2	300 psf	--	30	--	0.2
4	Silty Clay	Top: 14 feet Bottom: 24 feet	2 – 4 bpf Avg. 2 bpf	51.1 pcf (1)	0.2	500 psf	--	30	--	0.2
5	Sand and Silty Sands	Top: 24 feet Bottom: 26 feet	3 – 14 bpf Avg. 7 bpf	55.6 pcf (1)	0.1	500 psf	29	120	200	--
6	Clays and Silts	Top: 26 feet Bottom: 29 feet	2 – 3 bpf Avg. 2 bpf	49.1 pcf (1)	0.2	300 psf	--	30	--	0.2
7	Clayey silt and Silty Clay	Top: 29 feet Bottom (Termination Depth): 35.93 feet	3 – 10 bpf Avg. 4 bpf	51.6 pcf (1)	0.2	500 psf	--	500	--	.01

Notes: (1) Bouyant unit weight is provided for materials as the water table is assumed to be at a depth of 7.6 feet below existing ground surface.

(2) Poisson's ratios (v) are provided for drained loading at working levels.

(3) Undrained shear strength (s_u) estimated from sCPT sounding data.

APPENDIX

Table A-3: sCPT-4 Recommended Design Parameters – N Lafayette Street Intersection

Layer	General Description	Approximate Depths (from existing ground surface) (feet)	Typical SPT N-Value Range and Average	Unit Total Weight	Poisson's Ratio (2)	Undrained Shear Strength (3)	Friction Angle in degrees	K_s [static] (pci)	K_c [cyclic] (pci)	E_{50}
1	Clays and Silts with Sand	Top: Ground surface Bottom: 6 feet	4 – 17 bpf Avg. 9 bpf	116 pcf	0.2	150 psf	--	500	200	.007
2	Sand and Silty Sands	Top: 6 feet Bottom: 8 feet	4 – 7 bpf Avg. 5 bpf	115 pcf	0.1	--	25	25	25	--
3	Sand and Silty Sands	Top: 8 feet Bottom: 11 feet	7 – 11 bpf Avg. 9 bpf	117 pcf	0.2	--	35	25	25	--
4	Silty Clay	Top: 11 feet Bottom: 16 feet	6 – 9 bpf Avg. 7 bpf	115 pcf	0.2	250 psf	--	100	--	0.01
5	Sand to Silty Sands	Top: 16 feet Bottom: 27 feet	8 – 15 bpf Avg. 11 bpf	57.6 pcf (1)	0.1	--	36	60	60	--
6	Sand and Silty Sands	Top: 27 feet Bottom (Termination Depth): 41.17 feet	13 – 32 bpf Avg. 22 bpf	60.6 pcf (1)	0.1	--	39	60	60	--

Notes: (1) Bouyant unit weight is provided for materials as the water table is assumed to be at a depth of 16.4 feet below existing ground surface.

(2) Poisson's ratios (v) are provided for drained loading at working levels.

(3) Undrained shear strength (s_u) estimated from sCPT sounding data.

APPENDIX

Table A-4: sCPT-5 Recommended Design Parameters – Bizzel Avenue Intersection

Layer	General Description	Approximate Depths (from existing ground surface) (feet)	Typical SPT N-Value Range and Average	Unit Total Weight	Poisson's Ratio (2)	Undrained Shear Strength (3)	Friction Angle in degrees	K_s [static] (pci)	K_c [cyclic] (pci)	E_{50}
1	Silty sand to Sandy silt	Top: Ground surface Bottom: 5 feet	6 – 8 bpf Avg. 7 bpf	117 pcf	0.1	--	35	25	25	--
2	Silty sand to Sandy silt	Top: 5 feet Bottom: 10 feet	3 – 19 bpf Avg. 8 bpf	55.6 pcf (1)	0.1	--	36	20	20	--
3	Sand to Silty Sands	Top: 10 feet Bottom: 17 feet	8 – 20 bpf Avg. 12 bpf	57.6 pcf (1)	0.1	--	38	60	60	--
4	Sand	Top: 17 feet Bottom (Termination Depth): 40.19 feet	17 – 34 bpf Avg. 23 bpf	61.6 pcf (1)	0.1	--	40	60	60	--

Notes: (1) Bouyant unit weight is provided for materials as the water table is assumed to be at a depth of 7.9 feet below existing ground surface.

(2) Poisson's ratios (ν) are provided for drained loading at working levels.

(3) Undrained shear strength (s_u) estimated from sCPT sounding data.

APPENDIX D

GBC information Sheet

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. *Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled*. No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read it *in its entirety*. Do not rely on an executive summary. Do not read selected elements only. *Read this report in full.*

You Need to Inform Your Geotechnical Engineer about Change

Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client's goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure's location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.*

This Report May Not Be Reliable

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If your geotechnical engineer has not indicated an "apply-by" date on the report, ask what it should be*, and, in general, *if you are the least bit uncertain* about the continued reliability of this report, contact your geotechnical engineer before applying it. A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface through various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed*. The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, *they are not final*, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals' plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note conspicuously that you've included the material for informational purposes only*. To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely*. Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures*. If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, *do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old.*

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer's services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, ***proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration.*** Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. ***Geotechnical engineers are not building-envelope or mold specialists.***

GEOPROFESSIONAL BUSINESS ASSOCIATION

Telephone: 301/565-2733
e-mail: info@geoprofessional.org www.geoprofessional.org

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ATTACHMENT “G”

PROJECT ADDENDUMS

CITY OF MOBILE

TIGER 2016 Project Phase Four- Dr. Martin Luther King Jr. Ave from NW of Butchers Lane to Beauregard St

Project No. 2023-2045-01

ADDENDUM #1

This addendum includes: pre-bid sign-in sheet and agenda, bid submittal checklist, responses to contractor questions and revised contract language. This addendum consists of a total of 12 pages, including the cover page.

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 12pm 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.

McElhenney Construction Company, LLC

Company

Authorized Signature

7/30/2025

Date

THE CONTRACT DOCUMENTS WILL BE AMENDED AS FOLLOWS:

1. Replace this language on page 46: "ESTIMATE: (23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than (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, **with the following** language:

   ESTIMATE: (23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than (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 and a CPM Schedule.*

MLK Pre-Bid Questions

1. Sheet 420 has the following note in the bottom left corner. Is this consistent throughout the project? Also, need a patching detail for this.

NOTES:
1. WHEN REQUIRED JUNCTION BOXES ARE TO BE INSTALLED IN PAVED AREAS, THE CONTRACTOR SHALL INSTALL A STUB OUT FROM THE JUNCTION BOX BEYOND THE LIMITS OF THE PAVEMENT AS DIRECTED BY THE RPR IN THE FIELD. THE COSTS ASSOCIATED WITH THE STUB OUT SHALL BE SUBSIDIARY TO PAY ITEM 730L-005.

   - This is a consistent note throughout the project. We won't need a patching detail as the note sent is referring to setting those spaced boxes in the new sidewalk pavement.

2. May be overlooking it but cannot find the details for the connection from the bridge to the adjacent pull box on each end. Please either point me to those details or provide the required details for connections.

   - Refer to ALDOT special drawing RLD-001, Index No 75026

3. Will the project be tied to ALDOT asphalt Index?

   - The project will utilize the asphalt index per ALDOT specifications

4. Is the DBE goal for this project 15%?

   - Yes, the City DBE goal is 15%. Also See link to federal regulation. This is also included on the agenda and in the bid documents.

5. Can we get the Excel file with the Macro for bid submission?

   - Yes. This will be provided in an addendum

6. On sheet 2-O Note 13, how is the GC to know if pipe is needed? Could pay items for pipe be added to bid?

   - Due to unknowns, per note 42, REQUIRED INLETS AND JUNCTION BOXES MEASUREMENTS AND PIPE CONNECTIONS TO BE FIELD VERIFIED AND CAST-IN-PLACE. As per note 13, the required pipe is subsidiary to pay item 621C

7. Are the boxes to be built in place due to unknowns? If so, can they be built with either block or poured in place with concrete?

    - Per note 42, REQUIRED INLETS AND JUNCTION BOXES MEASUREMENTS AND PIPE CONNECTIONS TO BE FIELD VERIFIED AND CAST-IN-PLACE with block or poured in place concrete.

8. Please provide more detail as to what is wanted in Note 33 on Sheet 2-O?

    - Power wash and paint. See Section 501 of the ALDOT Specs and ALDOT List III-3 SURFACE COATINGS FOR PORTLAND CEMENT CONCRETE for Paint type.

9. Can question deadline be extended to July 25, 2025 COB?

    - Question deadline will be extended to Wednesday, July 23 by 12pm. Final addendum will be issued Friday, July 25 by COB

10. Will the City do any tree trimming needed on the project?

    - Any tree trimming and removals will be coordinated with City Urban Forestry to assess and handle.

11. Will existing stripe on bridge be removed before final stripe?

    - Bridge stripe removal to be added to quantity list in revised proposal via addendum

12. Will there be any restrictions working in the school zone?

    - No restrictions are known at this time. When work is approaching the area, contractor to coordinate with City and school for any possible work arounds and notifications.

Dr Martin Luther King Jr Ave (Butchers Ln to Beauregard St)
Pre-Bid Meeting - July 16, 2025
Sign-In Sheet

Name (Please print)	Company/Org	E-mail	PLEASE NOTE: Prime Contractor (P) Subcontractor (SC) Supplier (S)	Phone	Received all handouts? (please sign)
CODY REED	COM	cody.reed@cityofmobile.org		251-404-5978	
KEN DONOVAN	APAC	Ken.donovan@APAC.com	P	251-342-3024	
Nick Rose	Volkert	Nick.Rose@volkert.com		2514630023	
Lindsey Turner	Volkert	lindsey.turner@volkert.com		251-402-0299	
AARON GOLDIN	CLS	Aaron@CLS-mobile.com	SC	251 445 4147	
Scott Appleton	PL Russell	Scott@PLRussell.com	P	251-487-6999	
BEN RUSSELL	PL RUSSELL	benr@plrussell.com	P	251-599-1146	
RUSTY LOMAX	MAWSS	RLOMAX@MAWSS.COM		251-591-7130	
Archive, Lisa	COM	archive@cityofmobile.org		251-208-7967	
Shaun Stapleton	MAC/WCC	sstapleton@wiregrasscontracting.com	P	251-408-0770	

Page___ of ___

MOBILE
ALABAMA

Dr Martin Luther King Jr Ave (Butchers Ln to Beauregard St)
Pre-Bid Meeting - July 16, 2025
Sign-In Sheet

Name (Please print)	Company/Org	E-mail	PLEASE NOTE: Prime Contractor (P) Subcontractor (SC) Supplier (S)	Phone	Received all handouts? (please sign)
Charlie Cox	APac Alabama	charlie.cox@apac.com	P	662-769-1112	
Jim Poore	J Hunt	jimp@jhuntgc.com	P	251-225-5520	
Katelyn Finnorn	Volkert	katelyn.finnorn@volkert.com	EOR	251-402-3441	
Grant Nichols	Grant Nichols Const	grant@gn-const.com	P	251-406-3324	
Brien Martin	Jubileescape	brien@jubileescape.com	SC	251-626-5587	
Michael Gibson	Gibson Construction	michael@gibsonconstructionllc.com	SC	251-205-4440	
Spencer M Riggs	Kingdom construction Group	Spencer@Kingdomcg.us SpencerRiggs@Hotmail.com		251-554-7780	
Chandler Owens	MAC - A div. of Wiregrass	Chowens@wiregrassconstruction.com	Prime	251-583-1925	

Page___ of ___

Dr Martin Luther King Jr Ave (Butchers Ln to Beauregard St)
Pre-Bid Meeting - July 16, 2025
Sign-In Sheet

Name (Please print)	Company/Org	E-mail	PLEASE NOTE: Prime Contractor (P) Subcontractor (SC) Supplier (S)	Phone	Received all handouts? (please sign)
Matt Peoples	SJ+L	matthew@sjlcontractors.com	Prime	251-661-7926	
Mike Lambert	CPS	mike.lambert@cpspipe.com	Supplier	251-533-5239	
Andy Silva	Gibson Construction	asilva@gibsonconstruction.us	Sub	251-242-0540	
Ruii McGough	WR Mitchell	mcgoughw@ADL.com	Sub	251-452-6506	
Drew Wincham	McElhenney Const.	drew@mcelhenneyconst.com	Prime	228-217-7761	
LEE ROACH	INLINE	LROACH@INLINE.COM	Sub	251-510-4413	
Leah Martin	Fortress Construction Services	Fortressconstruction@aol.com	Sub	253-334-2980	
John Whitmore	Wiregrass Const Co (WMAC)	jwhitmore@wmaclickspath.com	Prime	251-402-1635	
SANDY TILLERY	BAMBY & RUSSELL	SANDYT@BAGRUS.COM	SC	251-583-8660	
Chard Jones	ALDOT	joneschd@dot.state.al.us		251-470-5134	

Page___ of___

Project Name: TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16), COM PROJECT NO. 2023-2045-01

Bid Opening Date: _____

Required Items Checklist

The following items are required with your bid proposal in order for it to be deemed responsive. For more information, please see Invitation to Bid and Instructions to Bidders. Please fill out this checklist and acknowledge that each item is present by initialing each line. This form must be included as the first page in your bid proposal.

Note: We ask that Contractors TAB and LABEL each required item to increase efficiency at bid opening.

Initial *Required Item*

_____ (1) Attendance at Pre-Bid Meeting

_____ (2) Correct project name and information on sealed envelope (see pg. 6)

_____ **(3) Proof of required State of Alabama Contractor's License (see pg. 6)**

_____ (4) Entire bound bid contract as received from consultant engineer (see pg. 4)

_____ (5) Each addendum signed and acknowledged (see City of Mobile Bid Website for links)

_____ (6) Bid Bond or Check for 5% of amount bid (max $10,000) (see pg. 5, 26)

_____ (7) DBE Subcontracting and Major Supplier Plan (form - pgs. 75-79)

_____ (8) E-Verify Affidavit (Form – pg. 90)

_____ **(9) Accounting of Sales Tax form (pg. 215)**

_____ **(10) Federal-Aid Funded Projects (form – pg. 296)**

_____ (11) UEI Documentation and SAM.gov Verification (see pg. 5, 12; form – pg. 453)

_____ (12) FFATA Disclosure Statement (form – pg. 454)

_____ (13) Proposal Form (pgs. 14-25)

Helpful reminders:

1. Each required form must be filled out correctly for the bid to be considered responsive.
2. The subcontractors on your DBE Subcontracting Plan must match the UEI and SAM.gov verification form.
3. Note all changes released in addendums, including any form replacements or updated bid contract language. Errors or omissions may result your bid being considered unresponsive.
4. Proposals must be returned on the appropriate form provided by the City of Mobile. Do not create your own proposal form.
5. Make sure the numbers on your bid form match the written version of the number. The written number will be used if there is a discrepancy.

Prepared by: _____ Job Title: _____

PRE-BID MEETING AGENDA

PROJECT: TIGER 2016 PROJECT PHASE FOUR, DR. MLK JR AVE
DATE and TIME: July 16, 2025 at 11am
LOCATION: Mobile Government Plaza, Atrium, Commission Conference Chamber
205 Government Street, Mobile, AL

AGENDA ITEMS:

I. Participants introductions and sign-in sheet
II. Project background and overview
III. DBE participation – City Ordinance 14-034-2018 and federal regulation 2 CFR 200.321
IV. UEI and SAM.gov registration requirements
V. City business license
VI. Overview of construction documents
VII. Questions from Attendees

ADMINISTRATIVE

1. This is the mandatory pre-bid meeting for prime contractors for the following City of Mobile project: TIGER 2016 Project Phase Four, Dr. Martin Luther King Jr. Avenue from Northwest of Butchers Lane to Beauregard St (SR-16) (COM Project No. 2023-2045-01). Please sign in on the sheet provided.

2. Only prime contractors in attendance are allowed to submit a bid for this project.

3. The Notice to Bidders indicates how the plans, specifications, and contract documents may be obtained or viewed. No bid packages will be issued to contractors later than twenty-four (24) hours after the pre-bid conference.

4. The bid opening date will be **Wednesday, July 30, 2025 at 2:30pm.** The City of Mobile will accept bids received by the City Clerk of the City of Mobile, Government Plaza, 9th Floor, South Tower, 205 Government Street, Mobile, Alabama 36602.

5. The bids will be immediately opened and publicly read in the Government Plaza Commission Conference Chamber (this room). No faxed bids will be received. This project will be bid as a single prime contract.

6. Bidders shall clearly indicate the following on the outside of their bid envelope:

    a. **"Bid for completion of TIGER 2016 PROJECT PHASE FOUR, DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16) City of Mobile Project No. 2023-2045-01, in the City of Mobile, Alabama"**
    b. Contractor's license number with Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification.
    c. PLEASE NOTE:
        - The entire bid document, including all addendums, must be included with your submission.
        - Required item checklist (Page 1 of contract document) shall be completely filled out and signed
        - For increased efficiency at bid opening, please place a tab on required items.

7. The deadline for contractors to submit written questions is **Monday, July 21, 2025 at 12pm.** All contractor questions shall be formally submitted via email to Cody Reed, Engineering Project Manager (cody.reed@cityofmobile.org). Please ensure you have confirmation of receipt from Mr. Reed. Formal responses to questions and any required project addendum will be provided to all contractors by **Wednesday, July 23, 2025 by COB.**

8. Contractors are asked to make all efforts to meet the Minority Business Requirements specified in the City Ordinance and Federal Regulations.
    a. See City Ordinance 14-034-2018 and federal regulation 2 CFR 200.321.
    b. Prime contractors must have clear, written documentation (e.g. time-stamped email) of attempts to solicit Small Business Development (SBE) subcontractors to team with them on this project, whether they accept or decline the offer to participate. This includes prime contractors with DBE status.
    c. A City of Mobile Subcontracting Plan must be submitted with the bid documents to be deemed a responsive bid. See form starting on page 75.
    d. For SBE goals and information, please contact:

        Archnique Kidd, Small Business Development Manager
        email: archnique.kidd@cityofmobile.org
        phone: (251) 208-7967

9. This project has multiple federal grant sources through the Federal Council (RESTORE Spill Impact Component Bucket 3), Mobile Metropolitan Organization, and Alabama Department of Transportation. Please review the contract details carefully that have the award conditions for this project inside the contract.

10. The Federal Funding and Accountability Act requires all applicants seeking federal subgrants and/or subcontracts to have a UEI number. See 2 CFR Part 25.300. An active SAM.gov registration is also required for all contractors and subcontractors. **Both UEI and proof of SAM.gov registration for contractor and subcontractors is required at time of bid opening for your bid to be deemed responsive.** Please see form on Page 453.
    a. We strongly suggest that any unregistered subcontractor apply for SAM.gov registration immediately to avoid issues with your bid package.
    b. Subcontractors listed on the subcontracting and major supplier plan (page 77) must match those listed on the UEI and SAM.gov form (page 453).

11. All prime contractors must be able to obtain a City of Mobile business license prior to the contract being executed.

BID OVERVIEW

12. There is a contract time end date of August 31, 2027.
13. Failure to complete the project in the allotted time will result in the assessment of liquidated damages as provided for in section 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all the latest additions and modifications of the Engineering Department of the City of Mobile.
14. Permits - ADEM (obtained)
15. Dr. Martin Luther King Jr Ave is a National Register of Historic Places designation for a historic commercial district. Work is only permitted in the Right of Way, per review and approval from the Historic Commission (obtained).
16. Certified Payroll for contractor and subcontractors will be required. Documentation of payment (e.g. invoices, load tickets, etc.) to subcontractors must be provided with each estimate.

WORK

17. Construction activity and material deliveries will be limited on certain streets. All working hours, closures, etc., will be coordinated with the City. Any changes may be requested by the awarded contractor for City review.
18. Contractor will be responsible for conduct and decorum of their employees and subcontractors at all times. This includes required high-vis safety shirts, no profanity or objectionable behavior, and minimal disruption to neighborhood residents in the form

of traffic along public streets.

19. Please see requirements for waste and debris in the construction area in contract documents under Item VIII, No. 27, City Special Provisions.
20. Contractor and engineer will document, with preconstruction video, the condition of existing public streets leading to or associated with this project.
21. No offsite or on-street parking or staging is allowed.

UTILITIES

22. This is a cooperative project between MAWSS and the City of Mobile. It is the contractor's responsibility to manage the project and their subcontractors as one project.
23. Overhead utilities are being moved by individual companies prior to construction
24. The COM and Spire Gas will work with the Contractor to coordinate any discovered issues that need to be addressed during the construction phasing. At this time, any known conflicts have been resolved.
25. The contractor will be responsible for furnishing, at his own expense, all necessary potable water, electrical power, and sanitary facilities. Metered connections to MAWSS water utilities may be available upon request.
26. Access to the existing MAWSS water and sewer utilities shall be maintained at all times without obstruction.
27. All existing utilities shall be protected at all times.

BRIEF CONSTRUCTION NARRATIVE

Improvements to Dr. Martin Luther King Ave will begin Northwest of Butchers Lane and will end at Beauregard Street. Improvements include:

- Water line, Inlet, sidewalks and curb replacements
- Paving, striping, signals and lighting
- Fencing along bridge and guardrail
- Project end connections to Greenway Trail and Broad St
- Existing tree protection
- Bid alternate
- Construction scheduling shall be paramount on this project to minimize disruption to the public, residents and businesses along the work zone. (Mardi Gras)

END OF PRE-BID MEETING AGENDA
QUESTIONS

CITY OF MOBILE

TIGER 2016 Project Phase Four- Dr. Martin Luther King Jr. Ave from NW of Butchers Lane to Beauregard St

Project No. 2023-2045-01

ADDENDUM #2

This addendum includes the following: (1) revised contract language, (2) revised PROPOSAL form (Attachment "A"), (3) responses to remaining questions and (4) updated plan sheets (Attachment "C"). This addendum consists of a total of 93 pages, including the cover page.

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 2. I understand that failure **to confirm the receipt of addenda may be cause for rejection of this submittal.**

McElhenney Construction Company, LLC

Company

Authorized Signature

7/30/2025

Date

THE CONTRACT DOCUMENTS WILL BE AMENDED AS FOLLOWS:

1. Replace the entire ITEM III PROPOSAL (pages 14-24) and insert revised PROPOSAL as provided in Attachment "A."

2. Add this language in ITEM X SUPPLEMENTAL SPECIFICATIONS, 13 SECTION 645 SANITARY SEWERS:

   Section 645.05 – Basis of Payment
   645.05(a) Unit Price Coverage
   4. Stacks and Laterals
   The following shall be added to this paragraph:
   "This shall include all items necessary for complete installation, including tee/wyes"

3. Add order reference for signal poles in Attachment "B."
4. Add updated plan sheets and summary of changes in Attachment "C."

MLK Pre-Bid Questions

1. Will the poles be required to match the Union Metal poles shown on layout sheet No. 2-I?

    - No, the pole manufacturer can be an alternate, but the pole's design should match the adjacent Broad Street Projects Pole design (see attachment with bid sheet from previous project with manufacturer and pole #).
    - Sheet 2I is for informational purposes only and sheet 2J is only for details of signal and unit mounting.

2. Are we allowed to submit an alternate radar detection system in place of the ITERIS VANTAGE VECTOR/NEXT SYSTEM listed in the traffic signal plan notes? We would like to propose using the Econolite EVO Radar Detection System for Pay Items 730U400–730U403.

    - No

3. The plans show two different types of traffic poles, one being decorative and the other round, tapered. The deco reference does not have a 12 ft lump arm, but the straight standard does. I also don't see any Mobile, AL curved mast arms in our history. Please clarify.

    - Please reference comments above. The poles should be uniform with each other along the project and match the design of the adjacent intersections along Broad Street.

4. If there is no CCTV required, how will anyone know if the existing mains are compromised in particular locations. I would suggest this be brought up at the pre-construction meeting. If CCTV work is considered, I would suggest it be one of the first tasks performed. In either case, CCTV or no CCTV, there is "the elephant in the room" of finding roots the size of baseball bats that cannot be cut out without concern of damaging the RCP line. Root cutting is a specialized item normally charged by the hour as there is no historical way to price by the foot. If required to be by the foot, the Per foot cost will be substantially higher due to the unknown amount of time to cut the roots out. Line Items should be added for: 1. CCTV work to coincide with the cleaning quantity AND 2. Root cutting on a per hours basis with an estimated quantity of 150 hours AND 3. Point Repair of 24" or < for RCP.

    - Pay item for existing pipe video will be set up (530F-000).
    - Video prior to acceptance will not be required. This only applies to newly laid pipe.
    - The City shall be notified of any issues encountered to determine resolution

- Pay item for work of similar nature will be set up to accomplish tasks related to bid items as directed by the Engineer.

5. The part numbers for the city supplied pole appear to require a foundation and anchor bolts; however, the plans state they are direct buried. Please advise.

   Based on the response to the above and after a review in the field, the size of the foundations (if that is the route to proceed) need to be seriously reviewed. ALDOT's standard 24" X 7' foundation for these 11' poles is way overkill. I would suggest an 18" X 4' foundation like we used on the North McGregor project for the city. This was on McGregor from Old Shell to roundabout at Museum Dr. this comment comes from the space, or lack thereof, due to the sidewalks and existing retaining walls throughout the project. You may also consider an equivalent square foundation to better fit in some of these spaces.

   - See direct buried pole detail on sheet 239.

6. **The LCCs are shown as the standard ALDOT detail, basically. This project ties to Broad** Street where the LCCs were increased in size to also include a RCC side to account for **the receptacles. Does this need to be considered for this project as well?**
   a. If so, the conductor needs to be adjusted to account for this as well

   - No, the ALDOT detail will suffice.

7. For the **bid alt, there are 41 pull boxes in 6,000 FT. This averages out to 1 box every 146 FT. Understanding the intent is to connect signals at some point, there is a lot of extra in this project. I will be happy to install them, but this will almost double** the fiber quantities required when installed and the labor will be extremely high due to the extra **boxes. Just trying to stretch the City's dollars.**

   - The awarded contractor can submit a VE proposal for the conduit, fiber and pull box design and layout for City review.

8. Note 1 calls for a Directional Bar Tile as well as the ADA Mat but the standard detail only shows the ADA Mat. What is it and where does it go?

   - Reference to Directional Bar Tile to be removed.

9. Note 7 says Pay item 621E Manhole Type Special set up to include New Manhole Frame and Cover per Std Dwg MH-621-2, "Any Required Adjustment of existing manhole is subsidiary to 621E" How can I quantify this when there could be adjustments to 100 manholes on this project?

subsidiary to 621E" How can I quantify this when there could be adjustments to 100 manholes on this project?

- Adjustments referring to the required connection of the new manhole top to the existing manhole structure and the necessary raising or lowering of the new manhole top to the resurfaced roadway elevation. There are 11 quantified for drainage manholes as referenced on the plan sheets.

ATTACHMENT "A"

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
206C000	REMOVING CONCRETE SIDEWALK	SQUARE YARD	5420		
206C010	REMOVING CONCRETE DRIVEWAY	SQUARE YARD	693		
206D001	REMOVING GUARDRAIL	LINEAR FOOT	233		
206D003	REMOVING CURB AND GUTTER	LINEAR FOOT	11048		
206D011	REMOVING FENCE	LINEAR FOOT	466		
206E001	REMOVING INLETS	EACH	59		
206E003	REMOVING MANHOLES	EACH	1		
206E008	REMOVING GUARDRAIL END ANCHOR (ALL TYPE)	EACH	7		
209A000	MAILBOX RESET, SINGLE	EACH	14		
210A000	UNCLASSIFIED EXCAVATION	CUBIC YARD	3860		
210A000A	HYDRO-EXCAVATION FOR TREE ROOT PROTECTION	DAY	5		
210D022	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A-2-4(0) OR A-4(0)	CUBIC YARD	1000		
305B078	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	TON	1809		
401A000	BITUMINOUS TREATMENT A	SQUARE YARD	6186		
405A000	TACK COAT	GALLON	1677		
408A052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	SQUARE YARD	30283		
424A361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	4188		
424B654	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	500		
424B655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	1510		
424B658	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	500		
430B040	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	TON	500		
517A004	ORNAMENTAL HANDRAIL	LINEAR FOOT	460		
530F000	VIDEO INSPECTION OF EXISTING ROADWAY PIPE	LINEAR FOOT	11393		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
534C000	CLEANING EXISTING MANHOLE	EACH	11		
534E000	CLEANING EXISTING CULVERT (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	LINEAR FOOT	318		
534E001	CLEANING EXISTING PIPE (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	LINEAR FOOT	11075		
600A000	MOBILIZATION	LUMP SUM	1		
602C000	PERMANENT EASEMENT MARKER	EACH	5		
606A000	6" UNDERDRAIN PIPE	LINEAR FOOT	100		
610D003	FILTER BLANKET, GEOTEXTILE	SQUARE YARD	180		
618A000	CONCRETE SIDEWALK, 4" THICK	SQUARE YARD	5658		
618A001	CONCRETE SIDEWALK, 6" THICK	SQUARE YARD	733		
618B003	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH)	SQUARE YARD	623		
618C001	DETECTABLE WARNING SURFACE	SQUARE FOOT	640		
618D000	CURB RAMP	SQUARE YARD	328		
620A000	MINOR STRUCTURE CONCRETE	CUBIC YARD	5		
621C001	INLETS, TYPE B	EACH	2		
621C015	INLETS, TYPE S1 OR S3 (1 WING)	EACH	1		
621C017	INLETS, TYPE S1 OR S3 (2 WING)	EACH	5		
621C018	INLETS, TYPE S2 OR S4 (2 WING)	EACH	1		
621C030	INLETS, TYPE "SPECIAL"	EACH	49		
621D015	INLET UNITS, TYPE S1 OR S3	EACH	2		
621D016	INLET UNITS, TYPE S2 OR S4	EACH	1		
621E000	MANHOLES, TYPE SPECIAL	EACH	11		
623A000	CONCRETE GUTTER	LINEAR FOOT	2024		
623B002	CONCRETE CURB, TYPE A	LINEAR FOOT	9147		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
623C003	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	LINEAR FOOT	1728		
630A001	STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	LINEAR FOOT	320		
630C079	GUARDRAIL END ANCHOR, TYPE 13 (MASH)	EACH	3		
630C080	GUARDRAIL END ANCHOR, TYPE 20 SERIES (MASH)	EACH	4		
637A000	FENCE RESET	LINEAR FOOT	248		
650A000	TOPSOIL	CUBIC YARD	376		
652A100	SEEDING	ACRE	1		
652C000	MOWING	ACRE	2		
654A001	SOLID SODDING (BERMUDA)	SQUARE YARD	3387		
656A010	MULCHING	ACRE	1		
665A000	TEMPORARY SEEDING	ACRE	4		
665B001	TEMPORARY MULCHING	TON	12		
665E000	POLYETHYLENE	SQUARE YARD	3000		
665G000	SAND BAGS	EACH	100		
665J002	SILT FENCE	LINEAR FOOT	3100		
665N000	TEMPORARY COARSE AGGREGATE,ALDOT NUMBER 1	TON	50		
665O001	SILT FENCE REMOVAL	LINEAR FOOT	3100		
665Q002	WATTLE	LINEAR FOOT	4508		
666A001	PEST CONTROL TREATMENT	ACRE	2		
680A001	GEOMETRIC CONTROLS	LUMP SUM	1		
701A227	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	7		
701A230	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	3		
701B207	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	7481		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
701C001	SOLID TEMPORARY TRAFFIC STRIPE	MILE	10		
701E010	BROKEN TEMPORARY TRAFFIC STRIPE	LINEAR FOOT	200		
701G146	SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE (5"WIDE)	LINEAR FOOT	1404		
701G154	SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	468		
701G242	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	200		
701H000	SOLID TRAFFIC STRIPE REMOVED (PAINT)	LINEAR FOOT	940		
701H005	BROKEN TRAFFIC STRIPE REMOVED (PAINT)	LINEAR FOOT	470		
703A002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FOOT	5936		
703A011	TRAFFIC CONTROL MARKINGS, CLASS W, TYPE A	SQUARE FOOT	21		
703B002	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	SQUARE FOOT	67		
703D001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FOOT	5936		
703H000	SPECIALTY TRAFFIC CONTROL MARKINGS	SQUARE FOOT	788		
705A030	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	EACH	17		
705A037	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	EACH	146		
705A038	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	EACH	39		
710A160	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)	SQUARE FOOT	145		
710A165	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND, FLUORESCEN	SQUARE FOOT	39		
710A170	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND)	SQUARE FOOT	270		
710B021	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2 ", 14 GA SQUARE TUBULAR	LINEAR FOOT	448		
710C000	REMOVAL OF EXISTING ROADWAY SIGNS	LUMP SUM	1		
730A000	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST)	LUMP SUM	1		
730A001	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ CEDAR AVE)	LUMP SUM	1		
730A002	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
730A003	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ LIVE OAK ST)	LUMP SUM	1		
730A004	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1		
730A005	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1		
730C000	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST	LUMP SUM	1		
730C001	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1		
730C002	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1		
730C003	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1		
730E000	METAL TRAFFIC SIGNAL POLE FOUNDATION	EACH	14		
730F000	METAL TRAFFIC SIGNAL POLE WITH 20 FT MAST ARM	EACH	1		
730F001	METAL TRAFFIC SIGNAL POLE WITH 25 FT MAST ARM	EACH	2		
730F002	METAL TRAFFIC SIGNAL POLE WITH 30 FT MAST ARM	EACH	2		
730F003	METAL TRAFFIC SIGNAL POLE WITH 35 FT MAST ARM	EACH	5		
730F004	METAL TRAFFIC SIGNAL POLE WITH 40 FT MAST ARMS	EACH	1		
730F005	METAL TRAFFIC SIGNAL POLE WITH 25 FT AND 40 FT MAST ARMS	EACH	1		
730F006	METAL TRAFFIC SIGNAL POLE WITH 30 FT AND 35 FT MAST ARMS	EACH	2		
730K001	TRAFFIC SIGNAL JUNCTION BOX, TYPE S1	EACH	10		
730K002	TRAFFIC SIGNAL JUNCTION BOX, TYPE S2	EACH	6		
730L003	1", NON-METALLIC, CONDUIT	LINEAR FOOT	242		
730L005	2", NON-METALLIC, CONDUIT	LINEAR FOOT	1286		
730N000	LUMINAIRE EXTENSION ASSEMBLY,	EACH	13		
730O115	ILLUMINATED SIGN ASSEMBLY WITH FLASHING BEACON, UTILITY POWERED	EACH	2		
730P022	VEHICULAR SIGNAL HEAD, 12 INCH, 3 SECTION, TYPE LED	EACH	30		
730P100	PEDESTRIAN SIGNAL HEAD, TYPE LED	EACH	10		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
730Q001	MISCELLANEOUS EQUIPMENT, PEDESTRIAN PUSH BUTTON (APS)	EACH	10		
730R040	CONTROLLER ASSEMBLY, TYPE NEMA, 8 CHANNELS	EACH	4		
730T010	ELECTRICAL POWER SERVICE ASSEMBLY WITH WOOD POLE	EACH	4		
730U400	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N LAFAYETTE ST)	LUMP SUM	1		
730U401	RADAR DETECTION SYSTEM (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1		
730U402	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1		
730U403	RADAR DETECTION SYSTEM (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1		
730Y000	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB)	LUMP SUM	1		
730Y001	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB)	LUMP SUM	1		
730Y620	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y621	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES (APS)	LUMP SUM	1		
730Y622	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y623	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES (APS)	LUMP SUM	1		
730Y624	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y625	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y626	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y627	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
740B000	CONSTRUCTION SIGNS	SQUARE FOOT	1564		
740C000	SPECIAL CONSTRUCTION SIGNS	SQUARE FOOT	20		
740D000	CHANNELIZING DRUMS	EACH	250		
740E000	CONES (36 INCHES HIGH)	EACH	50		
740F002	BARRICADES, TYPE III	EACH	8		
740I002	WARNING LIGHTS, TYPE B	EACH	4		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
741C010	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	EACH	2		
742A001	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	EACH	2		
750D200	ELECTRICAL JUNCTION BOX,TYPE 1	EACH	8		
750E113	CONDUIT, 1 1/4 INCH, RIGID NONMETALLIC	LINEAR FOOT	13500		
750E115	CONDUIT,2 INCH,RIGID NONMETALLIC	LINEAR FOOT	230		
750F024	CONDUCTOR, #6 AWG	LINEAR FOOT	40500		
750F026	CONDUCTOR, #2 AWG	LINEAR FOOT	700		
750I015	LIGHTING CONTROL CENTER	EACH	4		
750Z220	ROADWAY LIGHTING	LUMP SUM	1		
756A020	2" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	87		
756A022	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	1275		
756A028	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	386		
SP-001	PROJECT SIGN	EACH	1		
SP-002	STONE-THERMO-SET CROSSWALK TREATMENT	SQUARE FOOT	2156		
SP-003	GREEN TRAFFIC CONTROL MARKINGS	SQUARE FOOT	13918		
SP-004	CYCLE LANE SEPARATOR, ZEBRA	EACH	1480		
SP-005	WORK OF SIMILAR NATURE	LUMP SUM	1		
SUBTOTAL ROADWAY					
214B000	FOUNDATION BACKFILL, LOCAL	CUBIC YARD	2100		
214B001	FOUNDATION BACKFILL, COMMERCIAL	CUBIC YARD	150		
260A003	CEMENT MORTAR FLOWABLE BACKFILL, MIX 4	CUBIC YARD	115		
305B078	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	TON	1225		
424A361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	460		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
424B655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	735		
641A514	1 INCH COPPER WATER SERVICE LINE LAID	LINEAR FOOT	1094		
641A540	3 INCH P.E. WATER SERVICE LINE LAID	LINEAR FOOT	150		
641A682	6 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	LINEAR FOOT	213		
641A684	8 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	LINEAR FOOT	66		
641A744	4 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	32		
641A746	6 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	4339		
641A748	8 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	700		
641A752	12 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	1020		
641A756	16 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	774		
641C500	DUCTILE IRON FITTINGS	POUND	13787		
641D500	FIRE HYDRANT	EACH	13		
641J516	6 INCH GATE VALVE WITH BOX	EACH	61		
641J518	8 INCH GATE VALVE WITH BOX	EACH	4		
641J522	12 INCH GATE VALVE WITH BOX	EACH	5		
641J526	16 INCH GATE VALVE WITH BOX	EACH	4		
641L500	CONCRETE FOR WATER MAINS (THRUST BLOCKS)	CUBIC YARD	56		
641M510	4 INCH RETAINER GLAND	EACH	3		
641M512	6 INCH RETAINER GLAND	EACH	414		
641M514	8 INCH RETAINER GLAND	EACH	41		
641M518	12 INCH RETAINER GLAND	EACH	50		
641M522	16 INCH RETAINER GLAND	EACH	74		
641N510	6 INCH X 6 INCH ANCHOR TEE	EACH	8		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
641N520	8 INCH X 6 INCH ANCHOR TEE	EACH	2		
641N540	12 INCH X 6 INCH ANCHOR TEE	EACH	2		
641N560	16 INCH X 6 INCH ANCHOR TEE	EACH	1		
641O520	8 INCH X 8 INCH TAPPING VALVE AND SLEEVE	EACH	2		
641O596	16 INCH X 16 INCH TAPPING VALVE AND SLEEVE	EACH	2		
641P520	1 INCH SERVICE TAP	EACH	43		
641P530	2 INCH SERVICE TAP	EACH	1		
641R515	1 INCH WATER METER AND BOX RESET	EACH	42		
641S500	VALVE BOX RESET	EACH	10		
641W504	4" INSERTION VALVE	EACH	1		
641W506	6" INSERTION VALVE	EACH	16		
641W508	8" INSERTION VALVE	EACH	2		
641W516	16" INSERTION VALVE	EACH	1		
641X500	CONNECTION TO EXISTING WATER SYSTEM	EACH	6		
645E524	6 INCH P.V.C. STACKS AND LATERALS	LINEAR FOOT	300		
645K500	MANHOLE FRAME AND COVER RESET	EACH	30		
649A560	24" STEEL ENCASEMENT-TYPE 1	LINEAR FOOT	20		
SUBTOTAL MAWSS WATER MAIN RELOCATION					
BASE BID GRAND TOTAL					

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BID ALTERNATE UNIT PRICE BID SCHEDULE					
730L004	2", METALLIC, CONDUIT	LINEAR FOOT	240		
730L005	2", NON-METALLIC, CONDUIT	LINEAR FOOT	6136		
750D203	ELECTRICAL JUNCTION BOX,TYPE 4	EACH	41		
756A022	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	625		
BID ALTERNATE GRAND TOTAL					

ATTACHMENT "B"

CITY OF MOBILE
PURCHASING DEPARTMENT
P.O. Box 1948 MOBILE, ALABAMA 36633
PHONE - (251) 208-7434
FAX - (251) 208-7430

Purchase Order

Fiscal Year 2020 Page: 1 of: 2

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20005394-00

No invoice will be considered without purchase order number on the invoice. No changes, substitutions, or increase in prices without permission of the City of Mobile Purchasing Department.

BILL TO
City of Mobile
Accounts Payable
P.O. Box 389
Mobile, AL 36601

VENDOR
SOUTHERN LIGHTING & TRAFFIC SYSTEMS
113 INDUSTRIAL PARK DRIVE
CUMMING, GA 30040

SHIP TO
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Vendor Phone Number	Vendor Fax Number	Buyer Name	Requisitioner Name Department
205-999-1950		MICHAEL SPAFFORD	MARYBETH BERGIN - TRAFFIC ENGINEERING

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
01/31/2020	278464			TRAFFIC ENGINEERING

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	TIGER PH 1-2 TRAFFIC SIGNAL POLES				
1	Metal 17' Traffic Signal Pole with 1-35' Mast Arm Assembly, MILLERBERND SMAP-35-AB-GP-DECO	1.0	EACH	$9,081.00	$9,081.00
2	Metal 30' Traffic Signal Pole with 1-35' Mast Arm Assembly, MILLERBERND CSMAP-35-8-AB-GP-DECO	3.0	EACH	$11,024.00	$33,072.00
3	Metal 30' Traffic Signal Pole with 1-40' Mast Arm Assembly, MILLERBERND CSMAP-40-8-AB-GP-DECO	2.0	EACH	$11,459.00	$22,918.00
4	Metal 30' Traffic Signal Pole with 1-45' Mast Arm Assembly, MILLERBERND CSMAP-45-8-AB-GP-DECO	2.0	EACH	$11,907.00	$23,814.00
5	Metal 30' Traffic Signal Pole with 1-50' Mast Arm Assembly, MILLERBERND CSMAP-50-8-AB-GP-DECO	1.0	EACH	$12,158.00	$12,158.00
6	Metal 30' Traffic Signal Pole with 1-55' Mast Arm Assembly, MILLERBERND CSMAP-55-8-AB-GP-DECO	3.0	EACH	$14,682.00	$44,046.00
7	Metal 30' Traffic Signal Pole with 1-60' Mast Arm Assembly, MILLERBERND CSMAP-60-8-AB-GP-DECO	4.0	EACH	$15,256.00	$61,024.00
8	Metal 30' Traffic Signal Pole with 1-65' Mast Arm Assembly, MILLERBERND CSMAP-65-8-AB-GP-DECO	1.0	EACH	$16,262.00	$16,262.00
9	Metal 30' Traffic Signal Pole with 1-40' and 1-35' Mast Arm Assembly, MILLERBERND CDMAP-40-35-8-AB-GP-DECO	1.0	EACH	$14,447.00	$14,447.00
10	Metal 30' Traffic Signal Pole with 1-45' and 1-30' Mast Arm Assembly, MILLERBERND CDMAP-40-30-8-AB-GP-DECO	1.0	EACH	$16,573.00	$16,573.00
11	Metal 30' Traffic Signal Pole with 1-35' and 1-65' Mast Arm Assembly, MILLERBERND CDMAP-35-65-8-AB-GP-DECO	1.0	EACH	$19,342.00	$19,342.00
12	Metal 30' Traffic Signal Pole with 1-25' and 1-50' Mast Arm	1.0	EACH	$16,037.00	$16,037.00

CONTINUED ON NEXT PAGE

By: _____
Purchasing Agent

VENDOR COPY

CITY OF MOBILE
PURCHASING DEPARTMENT
P.O. Box 1948 MOBILE, ALABAMA 36633
PHONE - (251) 208-7434
FAX - (251) 208-7430

Purchase Order

Fiscal Year 2020 Page: 2 of: 2

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20005394-00**

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BILL TO
City of Mobile
Accounts Payable
P.O. Box 389
Mobile, AL 36601

VENDOR
SOUTHERN LIGHTING & TRAFFIC SYSTEMS
113 INDUSTRIAL PARK DRIVE
CUMMING, GA 30040

SHIP TO
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Vendor Phone Number	Vendor Fax Number	Buyer Name	Requisitioner Name Department
205-999-1950		MICHAEL SPAFFORD	MARYBETH BERGIN - TRAFFIC ENGINEERING

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
01/31/2020	278464			TRAFFIC ENGINEERING

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Assembly, MILLERBERND CDMAP-25-50-8-AB-GP-DECO				
13	Metal 30' Traffic Signal Pole with 1-45' and 1-55' Mast Arm Assembly, MILLERBERND CDMAP-45-55-8-AB-GP-DECO	1.0	EACH	$20,412.00	$20,412.00
14	Metal 30' Traffic Signal Pole with 1-55' and 1-55' Mast Arm Assembly, MILLERBERND CDMAP-55-55-8-AB-GP-DECO	1.0	EACH	$20,333.00	$20,333.00
15	Metal 30' Traffic Signal Pole, MILLERBERND CP-8-AB-GP-DECO	11.0	EACH	$4,340.00	$47,740.00
16	POLE, MILLERBERND, Pedestrian 8' Pedestal	19.0	EACH	$1,496.00	$28,424.00
17	POLE, MILLERBERND, School Flasher 14' Ped AS PER MY BID # 5357 AND YOUR QUOTE	2.0	EACH	$1,911.00	$3,822.00

By: _____
Purchasing Agent

VENDOR COPY

PO Total **$409,505.00**

ATTACHMENT "C"

SUMMARY OF PLAN SHEET CHANGES

- **SHEET 1D**
  - Index No 75026 added.
- **SHEET 2F**
  - Reference to stone-thermo-set marking detail including locations at Cedar Ave and Live Oak St removed.
- **SHEET 2-O**
  - Reference to directional bar tile in Note 19 removed.
  - Adjustments in Note 37 clarified to read "Required connection of the new manhole frame and over to the existing manhole structure and necessary raising or lowering of the new manhole frame and cover to the resurfaced roadway elevation shall be subsidiary to 621E."
  - Note 41 added "Pay Item SP-005 WORK OF SIMILAR NATURE set up to cover work similar to bid items as directed by the engineer."
- **SHEET 3-3Q**

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	REVISED QUANTITY
530F000	VIDEO INSPECTION OF EXISTING ROADWAY PIPE	L.F.	-	11,393
641A514	1" COPPER SERVICE LINE LAID	L.F.	1,141	1,094
641A682	6" DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	L.F.	176	213
641A746	6" PVC WATER MAIN LAID	L.F.	4,352	4,339
641A752	12" PVC WATER MAIN LAID	L.F.	1,015	1,020
641A756	16" PVC WATER MAIN LAID	L.F.	967	774
641C500	DUCTILE IRON FITTINGS	LBS.	13,757	13,787
641D500	FIRE HYDRANT	EA.	10	13
641J516	6" GATE VALVE WITH BOX	EA.	51	61
641J518	8" GATE VALVE WITH BOX	EA.	2	4
641M510	4" RETAINER GLAND	EA.	2	3
641M512	6" RETAINER GLAND	EA.	388	414
641M518	12" RETAINER GLAND	EA.	48	50
641N510	6 INCH X 6 INCH ANCHOR TEE	EA.	6	8
641N560	16 INCH X 6 INCH ANCHOR TEE	EA.	-	1
641P520	1" SERVICE TAP	EA.	44	43
641R515	WATER METER RESET	EA.	43	42

641S500	VALVE BOX RESET	EA.	9	10
645E524	6 INCH P.V.C. STACKS AND LATERALS	L.F.	-	300
649A560	24" STEEL ENCASEMENT-TYPE 1	L.F.	-	20
701H000	SOLID TRAFFIC STRIPE REMOVED (PAINT)	L.F.	-	940
701H005	BROKEN TRAFFIC STRIPE REMOVED (PAINT)	L.F.	-	470
730L003	1", NON-METALLIC CONDUIT	L.F.	232	242
730L005	2", NON-METALLIC CONDUIT	L.F.	1,281	1,286
730P100	PEDESTRIAN SIGNAL HEAD, TYPE LED	EA.	11	10
730Q001	MISCELLANEOUS EQUIPMENT, PEDESTRIAN PUSH BUTTON (APS)	EA.	11	10
730Y627	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	L.S.	-	1
SP-005	WORK OF SIMILAR NATURE	L.S.	-	1

- **SHEET 50-63**
  - **Existing No Parking Signs disposition changed from REMOVE to RETAIN.**
- **SHEET 99**
  - P2 moved to the west and P4 added.
- **SHEET 401**
  - Callouts WM-02 and WM-03 – **Revised 6" retainer gland quantities**
- **SHEET 401A**
  - Callout WM-05 – **Modified leader arrows**
- **SHEET 404**
  - Callout WM-11 – **Added additional 6" gate valve, changed 8"x6" tee to 6"x6" tee, and revised retainer gland quantities**
- **SHEET 405**
  - Callout WM-26 – **Added 1 6" 11.25° fitting and revised retainer gland quantities**
- **SHEET 406**
  - Callout WM-42 – **Revised retainer gland quantity**
  - Callout WM-42 to WM-43 – Revised pipe length
  - Callout WM-43 to WM-44 – **Revised pipe length quantity**
  - Callout WM-43 to WM-46 – Removed service tap, meter box reset and copper service line.
  - Added the following as Callout **WM-42B**
    - 1 – Fire Hydrant
    - 1 – 6"X6" DI Anchor Tee
    - 1 – 6" Gate Valve W/ Box
    - 15 LF – 6" DI RJ WM
    - 5 – 6" DI Retainer Glands
- **SHEET 406A**

- Callouts WM-37 and WM-39 – **Modified leader arrows**
- Added symbology and Callout **WM-42B to profile**

- **SHEET 407**
  - Callout WM-47 to WM-49 – **Revised pipe length quantity**
  - Callout WM-49 - **Revised retainer gland quantity**
  - Callout WM-49 to WM-50 – **Revised pipe length quantity**
  - Callout WM-50 – Revised copper service line length
  - Callout WM-54 – **Revised retainer gland quantity**
- **SHEET 408**
  - Callout WM-53 to WM-55 – **Revised pipe length quantity**
  - Callout WM-55 to WM-56 – **Revised pipe length quantity**
- **SHEET 409**
  - Callout WM-63 – **Revised 45° fittings and retainer gland quantities**
  - Callout WM-74A – **Revised 45° fittings and retainer gland quantities**
- **SHEET 410**
  - Callout WM-76 – **Revised retainer gland quantity**
  - Renumbered WM-79 to read WM-78A
  - Renumbered WM-78A to read WM-79
  - Callout WM-80 to WM-81 – **Revised pipe length quantity**
  - Callout WM-83 – **Revised retainer gland quantity**
- **SHEET 411**
  - Callout WM-86 – **Removed 45° fittings and retainer glands quantities**
  - Callout WM-92 – **Revised retainer gland quantity**
  - Added the following as Callout **WM-90B**
    - 1 – Fire Hydrant
    - 1 – 16"X6" DI Anchor Tee
    - 1 – 6" Gate Valve W/ Box
    - 15 LF – 6" DI RJ WM
    - 2 – 16" DI Retainer Glands
    - 3 – 6" DI Retainer Glands
- **SHEET 411A**
  - Added symbology and Callout **WM-90B to profile**
- **SHEET 412**
  - Callout WM-93 and WM-96 – **Modified leader arrows**
  - Callout WM-94 – **Revised pipe length and retainer gland quantities**
  - Callout WM-94A – **Revised 45° fittings and retainer gland quantities**
  - Callout WM-95 to WM-96 – **Revised pipe length quantity**
  - Callout WM-96 – **Revised 45° fittings and retainer gland quantities**
  - Added "To be abandoned" to "Ex. 16" CI WM" text below callout WM-98
- **SHEET 412A**
  - Callouts WM-93 and WM-94 – **Modified leader arrows**
- **SHEET 412B**
  - Callouts WM-95 and WM-96 – **Modified leader arrows**

- **SHEET 413**
  - Callout WM-100 – **Revised 6" retainer gland quantity**
  - Callout WM-102 – **Revised 45° fitting and retainer gland quantities**
  - **Modified description Callout WM-101** to include the following:
    - 1 – Fire Hydrant
    - 1 – 6"X6" DI Anchor Tee
    - 1 – 6" Gate Valve W/ Box
    - 10 LF – 6" DI RJ WM
    - 5 – 6" DI Retainer Glands
- **SHEET 414**
  - Callout WM-103 – **Modified 12"x3" tee to 12"x4" tee and revised copper service** line length
  - Callout WM-103 to WM-104 – **Revised pipe length quantity**
  - Callout WM-104 – **Revised 6" retainer gland quantity**
  - Callout WM-105 to WM-107 – Added 20 LF of 24" steel encasement
  - Callout WM-105 – **Modified leader arrows**
  - **Added additional valve box reset near Callout SS-30**
- **SHEET 414A**
  - Callout WM-105 – Added callout for 24" steel encasement
- **SHEET 420-433**
  - **Notes consolidated and clarified to be for all Bid Alternate** – Conduit for Future Use Sheets
- **SHEET 435**
  - Note 5 added: Refer to ALDOT Special Drawing RLD-001, Index No 75026 for **connection from bridge mounted conduit to ground mounted junction box.**

STANDARD AND SPECIAL DRAWINGS

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	1D

PROJECT NO. 2023-2045-01
TIGER-FAUP-4917(250)
MOBILE COUNTY

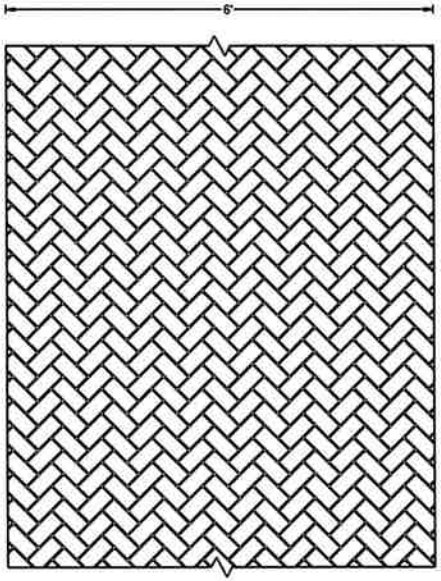
THE FOLLOWING ARE SPECIAL OR STANDARD DRAWINGS CONTAINED IN THE ALABAMA DEPARTMENT OF TRANSPORTATION SPECIAL AND STANDARD HIGHWAY DRAWINGS BOOK (U.S. CUSTOMARY UNITS OF MEASUREMENTS) DATED 2025 WHICH APPLY TO THIS PROJECT.

INDEX NO	STD-DWG NO		DESCRIPTION
73006	T.S.D.-730-2B	(SHEET 3 OF 3)	METAL TRAFFIC SIGNAL POLE AND LIGHTING INSTALLATION DETAILS
73009	T.S.D.-730-4		TRAFFIC SIGNAL POLE FOUNDATION
73018	T.S.D.-730-8		INTERSECTION AND ADVANCED SCHOOL WARNING FLASHER DETAIL
73021	T.S.D.-730-9		PEDESTRIAN SIGNAL INSTALLATION
73024	T.S.D.-730-9A		PEDESTAL POLE FOUNDATION AND BASES
73027	T.S.D.-730-10		BASE AND POLE MOUNTED CONTROLLER CABINET INSTALLATIONS
73033	T.S.D.-730-12		VIDEO DETECTION SYSTEM INSTALLATION
73036	T.S.D.-730-13		JUNCTION BOX INSTALLATION
73039	T.S.D.-730-14		TYPE 1 AND TYPE 5 ENCASEMENT DETAILS
73048	T.S.D.-730-17		RADAR DETECTION SYSTEM DETAILS
73057	TSOP NO. 13 & NO. 18		TRAFFIC SIGNAL OPERATING PLAN
73069	TSOP NO. 25		TRAFFIC SIGNAL OPERATING PLAN
74001	B-107-2		PERFORATED SQUARE STEEL TUBING (PSST) BARRICADES TYPE I, TYPE II, AND TYPE III & VERTICAL PANELS TYPE I AND TYPE II
74004	LCS-107		DETAILS SHOWING REQUIREMENTS FOR LIGHTING CONSTRUCTION SIGNS
74007	TCD-100		DETAILS OF TRAFFIC CHANNELIZATION DEVICES
74201	PCMS-710	(SHEET 1 OF 3)	DETAILS OF PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS)
74202	PCMS-710	(SHEET 2 OF 3)	DETAILS OF PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS)
74203	PCMS-710	(SHEET 3 OF 3)	DETAILS OF PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS)
75026	RLD-001		DETAILS SHOWING CONDUIT RUNS ON CONCRETE STRUCTURES AND LUMINAIRE UNDER BRIDGE MOUNT DETAILS
75029	RLD-002	(SHEET 1 OF 2)	LIGHTING CONTROL CENTER
75030	RLD-003	(SHEET 2 OF 2)	LIGHTING CONTROL CENTER
75039	RLD-006		ELECTRICAL JUNCTION BOX TYPE 1 AND TYPE 2 DETAILS
75045	RLD-008		DETAILS SHOWING INSTALLATION OF ELECTRICAL CONDUIT UNDER ROADWAYS AND RAMPS TYPE 1 AND TYPE 5
75054	RLD-011		OVERHEAD POWER SERVICE TO LIGHTING CONTROL CENTER

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			STANDARD AND SPECIAL DRAWINGS	DR. MLK JR AVENUE

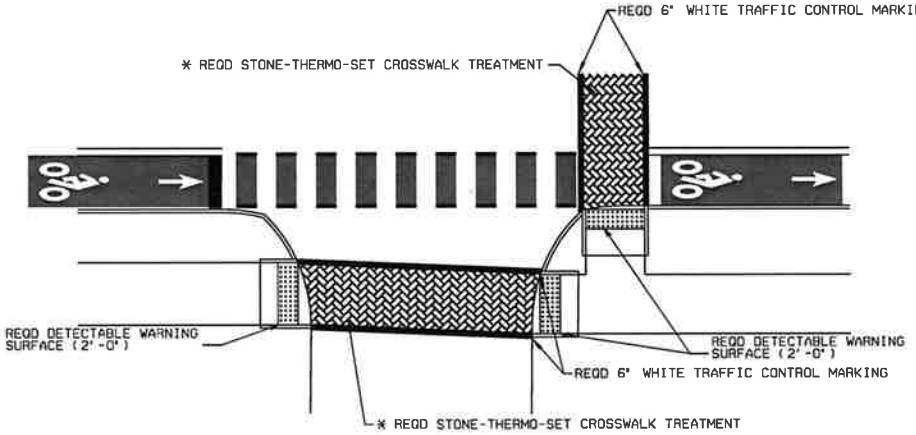
PROJECT DETAILS

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(280)	2025	2F



STONE-THERMO-SET CROSSWALK TREATMENT
NTS

PATTERNED PAVEMENT CROSSWALK MATERIAL SHALL BE DIAGONAL HERRINGBONE PATTERN AND BRICK RED COLOR

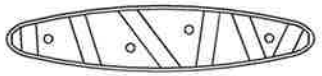


LOCATIONS

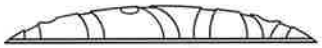
BIZZEL AVE
LAFAYETTE ST
PEACH ST
N ANN ST
KENNEDY ST
DR EB GOODE DR

STONE-THERMO-SET MARKING DETAIL

* NOTE:
STONE-THERMO-SET CROSSWALK TREATMENT
SHOULD BE PAID FOR AS SP-002.



PLAN VIEW



PROFILE VIEW

CYCLE LANE SEPARATOR, ZEBRA

NOTE:

1. DIMENSIONS SHALL BE 6.46W x 3.54H x 30.5L INCHES.
2. COLOR TO BE ZEBRA, WHITE ON BLACK.
3. SEPARATOR SHALL INCLUDE FOUR ANCHORAGE POINTS IN THE ROAD SURFACE.
4. SPACING TO BE 8' O.C. THROUGH REQUIRED AREAS, WITH 35' APPROACHING INTERSECTION TO BE 4' O.C.
5. SEPARATOR TO BE ZICLA ZEBRA ZERO CYCLE LANE SEPARATOR OR APPROVED EQUAL.
6. CYCLE LANE SEPARATOR SHALL BE PAID FOR AS SP-004.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			PROJECT DETAILS	DR. MLK JR AVENUE

PROJECT NOTES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(280)	2025	2-0

GENERAL NOTES

1. OMITTED

2. THE PROJECT CONTRACTOR SHALL ALWAYS HAVE A COPY OF THE FOLLOWING:
STATE OF ALABAMA HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. 2022 EDITION.

3. OMITTED

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY, EFFICIENCY, AND ADEQUACY OF HIS OPERATION AND SHALL INITIATE HIS OWN SAFETY PROGRAM. THE CONTRACTOR SHALL COMPLY WITH ALL DEPARTMENT OF LABOR, SAFETY AND HEALTH REGULATIONS AS SPECIFIED UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED, AND THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

5. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF THE REQUIRED CONSTRUCTION CAN BE PERFORMED WITHIN THE AREA PROVIDED AND COMPLY WITH THE REQUIREMENTS OF THE SAFETY AND HEALTH REGULATION (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 IS 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).

6. PROJECT LIMITS SHALL BE KEPT CLEAN OF TRASH, GARBAGE, AND CONSTRUCTION DEBRIS AT ALL TIMES. CONTRACTOR MUST PROVIDE ON SITE TRASH CANS AND/OR A DUMPSTER FOR ANY TRASH AND GARBAGE GENERATED BY THE CONSTRUCTION TEAM (E.G. BOTTLES, CANS, TAKEAWAY CONTAINERS, ETC.), AND REGULARLY EMPTIED TO PREVENT OVERFLOW. IF GOOD HOUSEKEEPING PRACTICES ARE DEEMED UNACCEPTABLE, THE ENGINEER RESERVES THE RIGHT TO CEASE ALL CONSTRUCTION ACTIVITIES UNTIL THE SITE HAS BEEN DEEMED ACCEPTABLE. CONTRACTOR'S MONTHLY ESTIMATES WILL NOT BE PROCESSED FOR PAYMENT UNTIL THE ENGINEER DEEMS THAT THE ENTIRE PROJECT LIMITS ARE FREE OF TRASH, GARBAGE, AND CONTRUCTION DEBRIS.

7. THE CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC ENGINEER (JENNIFER WHITE, 251-208-2960) AT LEAST THREE (3) DAYS IN ADVANCE OF ANY PROPOSED CONSTRUCTION THAT WILL AFFECT TRAFFIC ON ANY STREET. ALL WARNING SIGNS, BARRICADES, AND OTHER REQUIRED TRAFFIC CONTROL CALMING DEVICES WILL BE REVIEWED PRIOR TO LETTING. THE CONTRACTOR SHALL MAKE ADJUSTMENTS AS NECESSARY (IN THE OPINION OF THE ENGINEER). THE CONTRACTOR SHALL PROVIDE A QUALIFIED FLAGGER TO DIRECT TRAFFIC.

8. SHOULD THE CONTRACTOR ELECT TO OBTAIN AREAS FOR THE PURPOSE OF STORING MATERIALS AND EQUIPMENT OR FOR CONDUCTING THE CONTRACTOR'S WORK OPERATIONS, THE CONTRACTOR SHALL FURNISH THE OWNER AND ENGINEER A COPY OF THE AGREEMENT BETWEEN THE CONTRACTOR AND THE OWNER OF THE PROPERTY PRIOR TO USING THE AREA (NO DIRECT PAYMENT). ANY CURB AND GUTTER, SIDEWALK, DRIVEWAY, ETC., DAMAGED BY THE CONTRACTOR WHEN HAULING MATERIALS OR MOVING EQUIPMENT IN OR OUT FROM THIS STORAGE AREA SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE. CONTRACTOR WILL BE RESPONSIBLE FOR ALL REQUIRED PERMITS ASSOCIATED WITH THESE AREAS.

9. ANY EXISTING CULVERT OR PIPE OR MANHOLE WITHIN THE CONSTRUCTION LIMITS TO REMAIN SHALL BE CLEARED OF ANY FILL OR DEBRIS. TO THE EXISTING FLOW LINE. THE COST FOR THIS WORK SHALL BE INCLUDED IN ITEMS 534C AND 534E.

10. ANY EXISTING PRIVATE PROPERTY TO RETAIN AND NOT PREVIOUSLY DAMAGED (FENCES, WALLS, BRICK COLUMNS, BRICK MAILBOXES, BUILDING FEATURES, ETC) DAMAGED BY THE CONTRACTOR SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.

11. PRIOR TO FINAL ACCEPTANCE OF THIS PROJECT, THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ENGINEER A COMPLETE SET OF "AS-BUILT" PLANS SHOWING ACTUAL QUANTITIES, LOCATION AND VALVE REFERENCES. THE ENGINEER WILL FURNISH THE CONTRACTOR AN "ISSUED FOR CONSTRUCTION" SET OF DRAWINGS TO BE USED FOR THIS PURPOSE.

12. LA ABRASION INFORMATION IS NOT AVAILABLE.

13. ANY INCIDENTAL MATERIALS REQUIRED DURING THE INLET REMOVAL AND REPLACEMENT, E.G. PIPE REMOVAL, REQUIRED PIPE, CONNECTION GROUT, JOINT WRAP ETC. SHALL BE A SUBSIDIARY OBLIGATION OF THE REQUIRED INLET, PAY ITEM 621C.

14. RIGHT-OF-WAY AND ENVIRONMENTAL CLEARED LIMITS ARE CONGRUENT THROUGHOUT THE PROJECT UNLESS OTHERWISE SHOWN ON THE PLANS.

15. ALL PLANING NECESSARY FOR TIE-INS AND TURNOUTS SHALL BE SUBSIDIARY OF PAY ITEM 424A-361.

16. ALL PERMANENT AND/OR TEMPORARY STRIPING PLACED ON A FINAL WEARING SURFACE THAT DOES NOT MEET THE TOLERANCES SPECIFIED SHALL BE REMOVED BY HYDRAULIC MEANS ONLY AND REPLACED WITHOUT COMPENSATION. THIS INCLUDES AREAS WHERE THE PERMANENT STRIPING DOES NOT MATCH THE ALIGNMENT, SPACING, ETC. OF THE TEMPORARY STRIPE, LEAVING THE TEMPORARY STRIPE EXPOSED.

17. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY PERCEIVED CONFLICTS, AMBIGUOUS ITEMS OR DEFICIENCIES IN THE PLANS, SPECIFICATIONS, GENERAL NOTES OR RELATED CONTRACT DOCUMENTS.

18. CONTRACTOR SHALL USE PREMOLDED BITUMINOUS FILLER BETWEEN CONSTRUCTED SIDEWALK AND EXISTING WALL OR BUILDING.

19. FOR SIDEWALK RAMP LOCATIONS, THE REQUIRED PRE-FABRICATED TRUNCATED DOME MAT APPLICATION SHALL BE CONSTRUCTED BY WET SETTING TACTILE PAVER PANELS (SURE DOME OR APPROVED EQUAL) IN FRESH CONCRETE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. TRUNCATED DOME SHALL BE FEDERAL RED IN COLOR. THE COST OF THIS WORK SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 618A.

20. CONTRACTOR SHALL USE 6" THICK CONCRETE FOR SIDEWALK AT DRIVEWAY CROSSINGS.

21. ANY BUSHES AND/OR TREES TO BE REMOVED NOT SHOWN ON THE PLANS SHALL BE INCLUDED IN THE ITEM 210A. AFTER REMOVAL OF BUSHES AND/OR TREES, CONTRACTOR SHALL GIVE THE OWNER THE OPTION TO RETAIN OR DISCARD THESE BUSHES/AND OR TREES.

22. CONSTRUCTED SIDEWALK TO BE FIELD ADJUSTED AS NECESSARY BY THE ENGINEERS REPRESENTATIVE IN FIELD. SEE PROJECT DETAILS FOR SIDEWALK ADJUSTMENT DETAILS. CONSTRUCTED SIDEWALK CROSS SLOPE TO NOT EXCEED 2% MAX SLOPE EITHER DIRECTION.THE CONTRACTOR IS RESPONSIBLE FOR THE LAYOUT OF THE PROPOSED IMPROVEMENTS AND SHALL ENSURE ALL WORK PERFORMED IS ADA COMPLIANT.

23. 500 TONS OF PAY ITEM 424B-658, IS SET UP FOR LEVELING AND 500 TONS OF PAY ITEM 424B-654, IS SET UP FOR PATCHING. TO BE USED AS DIRECTED BY THE ENGINEER.

24. ALL EXISTING SIGNS REMOVED OR REPLACED ARE THE PROPERTY OF THE CITY OF MOBILE AND SHALL BE DELIVERED FOR RECYCLING TO THE TRAFFIC ENGINEERING DEPARTMENT, 852 GAYLE ST. AT NO ADDITIONAL COST. COORDINATE DELIVERY WITH MOBILE TRAFFIC ENGINEER, JENNIFER WHITE, 251-208-2960.

25. ALL EXISTING SIGNS TO BE RETAINED CAN BE STORED AT THE TRAFFIC ENGINEERING DEPARTMENT, 852 GAYLE ST. AT NO ADDITIONAL COST. COORDINATE DELIVERY WITH MOBILE TRAFFIC ENGINEER, JENNIFER WHITE, 251-208-2960. CONTRACTOR IS RESPONSIBLE FOR REINSTALLATION AT THE COMPLETION OF THE PROJECT.

26. POSITIVE DRAINAGE SHALL BE MAINTAINED DURING CONSTRUCTION. ALL TEMPORARY PIPE PLUGS, TEMPORARY COLLARS, AND OTHER MATERIALS REQUIRED TO FACILITATE CONSTRUCTION OF THE DRAINAGE SYSTEM SHALL BE A SUBSIDIARY OBLIGATION OF REQUIRED INLET, PAY ITEM 621C.

27. REQUIRED SAW CUTTING OF THE FULL DEPTH CONCRETE AND ASPHALT PAVEMENT FOR CURB REMOVAL AND REPLACEMENT SHALL BE A SUBSIDIARY OBLIGATION OF 206D03.

28. CONTRACTOR TO USE CAUTION AND MAINTAIN INTEGRITY OF WALL WHEN WORKING NEAR ANY EXISTING RETAINING WALLS DURING ALL PHASES OF CONSTRUCTION.

29. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY OWNERS AND DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES ON THIS PROJECT WHETHER SHOWN ON THE PLANS OR NOT. THE LOCATION OF ANY REQUIRED GUARDRAIL, SIGNS, FOOTINGS OF ANY NATURE AND/OR ELECTRICAL/COMMUNICATIONS CONDUITS MAY BE ADJUSTED AS DIRECTED BY THE ENGINEER TO PREVENT ANY CONFLICTS WITH THESE UTILITIES. THERE WILL BE NO ADDITIONAL COMPENSATION FOR EXPLORATORY POT-HOLING OR UTILITY INVESTIGATION.

30. THE CONTRACTOR SHALL REMOVE THE EXISTING FENCE ASSEMBLY ALONG THE EXISTING BRIDGE. THE EXISTING ANCHOR BOLTS ARE TO BE CUT FLUSH WITH THE TOP OF THE EXISTING BARRIER AND COATED WITH AN ALDOT APPROVED EPOXY. ALL WORK ASSOCIATED WITH DEMOLITION OF EXISTING FENCE SYSTEM SHALL BE CONSIDERED A SUBSIDIARY OBLIGATION OF PAY ITEM 206D-011.

31. THE CONTRACTOR SHALL COORDINATE WITH PETER TOLER AT (251)208-1522 FROM URBAN FORESTRY PRIOR TO ANY WORK AROUND ALL TREES THAT ARE TO REMAIN.

32. ALL SIGN POSTS SHALL BE ROUND AND BLACK POWDER COATED IN COLOR UNLESS OTHERWISE STATED. REFER TO STANDARD DRAWINGS IHS-710-4 AND IHS-710-19 FOR SIGN BASE AND EMBEDMENT INSTALLATION.

33. THE CONTRACTOR SHALL TREAT THE EXISTING BRIDGE RAIL AND SIDEWALK (POWER WASH, PAINT, ETC.) FOR A CLASS 3 SURFACE FINISH PER SECTION 501 OF THE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. THE COST OF THIS WORK SHALL BE SUBSIDIARY TO ORNAMENTAL HANDRAIL PAY ITEM 517A.

34. THE CONTRACTOR SHALL TACK WELD ALL COVERS/GRATES WITHIN THE PROJECT LIMITS AFTER A SATISFACTORY INSPECTION BY THE ENGINEER AND PRIOR TO FINAL ACCEPTANCE. THERE SHALL BE A MINIMUM OF FOUR (4) WELDS PER COVER/GRATE SPACED EVENLY AROUND THE EDGE OF THE COVER/GRATE. THE COST OF THIS WORK SHALL BE A SUBSIDIARY OBLIGATION OF THE ITEM ASSOCIATED WITH THE COVER/GRATE.

35. THE CONTRACTOR SHALL NOT DISTURB MORE THAN 2' DEPTH OF SOIL WITHOUT SPIRE AND/OR THE CITY GETTING PERMISSION FROM ADEM.

36. CONSTRUCTION FUEL (698A) IS NOT INCLUDED AS A PAY ITEM FOR THIS PROJECT.

37. PAY ITEM 621E MANHOLE TYPE SPECIAL SET UP TO INCLUDE NEW MANHOLE FRAME AND COVER PER STD DWG MH-621-2. REQUIRED CONNECTION OF THE NEW MANHOLE FRAME AND COVER TO THE EXISTING MANHOLE STRUCTURE AND NECESSARY RAISING OR LOWERING OF THE NEW MANHOLE FRAME AND COVER TO THE RESURFACED ROADWAY ELEVATION SHALL BE SUBSIDIARY TO 621E.

38. IN THE EVENT AN EXISTING PIPE IS DISCOVERED WITH PREVIOUS DAMAGE THAT REQUIRES POINT REPAIR, THE CONTRACTOR IS TO MAKE THE CITY AWARE.

39. TEMPORARY PAVEMENT SHALL BE COMPACTED TO THE SATISFACTION OF THE ENGINEER.

40. ITEMS TO BE REMOVED THAT ARE NOT PROVIDED FOR BY PAY ITEM OR SPECIFICALLY MENTIONED BY NOTE TO BE INCLUDED IN OTHER ITEMS OF WORK SHALL BE REMOVED IN ACCORDANCE WITH THE REQUIREMENTS FOR EXTRA WORK GIVEN IN ARTICLE 104.03 OF THE STANDARD SPECIFICATIONS.

41. PAY ITEM SP-005 WORK OF SIMILAR NATURE SET UP TO COVER WORK SIMILAR TO BID ITEMS AS DIRECTED BY THE ENGINEER.

42. REQUIRED INLETS AND JUNCTION BOXES MEASUREMENTS AND PIPE CONNECTIONS TO BE FIELD VERIFIED AND CAST-IN-PLACE. THE CONTRACTOR SHALL VERIFY THAT ALL REPLACEMENT DRAINAGE STRUCTURES CONNECT TO APPROPRIATE EXISTING DRAINAGE PIPES TO ALLOW FOR THE PROPER FLOW OF WATER THROUGHOUT THE EXISTING DRAINAGE SYSTEMS.

43. WHEN DROP-OFFS ARE PRESENT AT THE APPROACHES TO BRIDGE ENDS AND OTHER PAVEMENT TIE-IN LOCATIONS, A TEMPORARY BITUMINOUS WEDGE OF EFFECTIVE LENGTH (10' PER 1" ELEVATION DIFFERENCE OR AS DIRECTED BY THE ENGINEER) SHALL BE PLACED. THE COST SHALL BE PAID FOR UNDER ITEM 424A.

44. WORK ASSOCIATED WITH THE NOTCHING OF THE CRUSHED AGGREGATE BASE COURSE TO ACCOMMODATE THE REQUIRED CURB OR CURB AND GUTTER SHALL BE SUBSIDIARY TO 623B OR 623C, RESPECTIVELY.

45. COST ADJUSTMENT TABLE MADE TO BID PRICE FOR CHANGE IN FOUNDATION SIZE FOR TRAFFIC SIGNAL POLES SHALL CONTINUE IN PROPORTION TO THE SCALE PROVIDED ON ALDOT SPEC 730.05.

46. ROADBED PROCESSING IS WAIVED, AND THE SUBGRADE OF DRIVEWAYS SHALL BE COMPACTED TO THE SATISFACTION OF THE ENGINEER. COST OF THIS WORK SHALL BE SUBSIDIARY OBLIGATION OF THE OVERLYING LAYER.

47. WHERE GUARDRAIL IS REQUIRED, SHOULDERS SHALL BE WIDENED ACCORDING TO SPECIAL DRAWING GR-630-FD AND APPLICABLE GUARDRAIL END ANCHOR DRAWINGS.

48. CONTRACTOR WILL BE REQUIRED TO USE HAND TRIMMING TOOLS AS NECESSARY AROUND SIGN POSTS, GUARDRAILS, DELINEATORS, UTILITY POLES, HEADWALLS, ETC. PAYMENT FOR THESE ITEMS WILL BE A SUBSIDIARY OBLIGATION OF ITEM 652C, MOWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY WHICH MAY OCCUR AS A RESULT OF MOWING OPERATIONS. SIGNS OR DELINEATORS DAMAGED BY THE CONTRACTOR SHALL BE STRAIGHTENED OR REPLACED IMMEDIATELY PRIOR TO ADVANCING TO THE NEXT SEGMENT. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY AND ANY REPAIRS PERFORMED. THE CONTRACTOR SHALL UTILIZE EQUIPMENT THAT IS IN GOOD WORKING ORDER CONDITION AND IS SUITABLE AND SAFE FOR MOWING WITHIN THE RIGHT -OF -WAY LIMITS. ALL ROTARY MOWERS SHALL BE EQUIPPED WITH SAFETY CHAINS TO REDUCE THE POSSIBILITY OF DAMAGE TO PROPERTY BY FLYING DEBRIS FROM MOWER. CHAINS SHALL BE A MINIMUM OF 3/8" DIAMETER METAL. LINKS SHALL BE INSTALLED SIDE BY SIDE AROUND THE PERIMETER OF THE MOWER DECK FRAME. THE MINIMUM LENGTH OF THE SAFETY CHAIN SHALL BE LONG ENOUGH TO DRAG THE GROUND AT ALL TIMES WHEN THE MOWER IS IN OPERATION. THE CUTTING HEIGHT SHALL BE 6". THE TOLERANCE FOR THE CUTTING HEIGHT SHALL BE 3/4" +/-1. MOWERS WORKING ADJACENT TO EACH OTHER SHALL PROVIDE FOR A NEAT UNIFORM CUT OVER THE ENTIRE WIDTH OF THE CUT AREA. SCALPING OR SHALLOW CUTTING WILL NOT BE PERMITTED. ANY SLOPE TOO WET TO MOW WITHOUT TRACTOR SLIPPAGE AND RUTTING WILL BE MOWED USING BOOM MOWER OR HAND EQUIPMENT UNLESS OTHERWISE DIRECTED BY THE ENGINEER. PAYMENT FOR THESE ITEMS SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 652C, MOWING. ALL ESTABLISHED MOWING LIMITS WITHIN THE RIGHT OF WAY SHALL BE MOWED AS DIRECTED BY THE ENGINEER. THIS WORK SHALL BE MEASURED AND PAID FOR UNDER ITEM 652C. LITTER SHALL BE REMOVED AND COLLECTED BEFORE MOWING OPERATIONS BEGIN. ALL LITTER SUCH AS PAPER, PLASTIC, BOTTLES, CANS, PIECES OF CONSTRUCTION DEBRIS, TIRES, TRASH, GARBAGE, AND ALL OTHER REFUSE AND/OR DEBRIS DESIGNATED BY THE ENGINEER, SHALL BE COLLECTED FOR DISPOSAL BY THE CONTRACTOR. PAYMENT FOR THESE ITEMS WILL BE A SUBSIDIARY OBLIGATION TO ITEM 652C. THE CONTRACTOR SHALL DISPOSE OF THE COLLECTED LITTER IN ACCORDANCE WITH THE LAWS, RULES, AND REGULATIONS THAT APPLY TO THE DISPOSAL OF THE TYPE OF DEBRIS , ETC. PAYMENT FOR THESE ITEMS WILL BE A SUBSIDIARY OBLIGATION OF ITEM 652C, MOWING.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			PROJECT NOTES	DR. MLK JR AVENUE

User Id: katelyn.ffrench 23-JUL-2025 20:21 Plot Scale=1.000000\1.000000 '44ZDLDATABLE44' '44PDATABLE44'
Projects\351074 - Broad Street Phase IV\Project Design\Plans Assembly\600BS_SP_014_replan.dgn

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	3

BASE BID		BID ALT.						
ROADWAY QUANTITY	MAWSS QUANTITY	ROADWAY QUANTITY	TOTAL BASE BID QUANTITY	TOTAL BID ALT. QUANTITY	ITEM NO.	UNIT	DESCRIPTION	PROJECT NOTES
5420			5420	0	206C000	SQUARE YARD	REMOVING CONCRETE SIDEWALK	
693			693	0	206C010	SQUARE YARD	REMOVING CONCRETE DRIVEWAY	
233			233	0	206D001	LINEAR FOOT	REMOVING GUARDRAIL	
11046			11046	0	206D003	LINEAR FOOT	REMOVING CURB AND GUTTER	27
466			466	0	206D011	LINEAR FOOT	REMOVING FENCE	30
59			59	0	206E001	EACH	REMOVING INLETS	
1			1	0	206E003	EACH	REMOVING MANHOLES	
7			7	0	206E008	EACH	REMOVING GUARDRAIL END ANCHOR (ALL TYPE)	
14			14	0	209A000	EACH	MAILBOX RESET, SINGLE	
3860			3860	0	210A000	CUBIC YARD	UNCLASSIFIED EXCAVATION	21
5			5	0	210A000A	DAY	HYDRO-EXCAVATION FOR TREE ROOT PROTECTION	
1000			1000	0	210D022	CUBIC YARD	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A-2-4(0) OR A-4(0)	
	2100		2100	0	214B000	CUBIC YARD	FOUNDATION BACKFILL, LOCAL	
	150		150	0	214B001	CUBIC YARD	FOUNDATION BACKFILL, COMMERCIAL	
	115		115	0	260A003	CUBIC YARD	CEMENT MORTAR FLOWABLE BACKFILL, MIX 4	
1809	1225		3034	0	305B078	TON	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	
6186			6186	0	401A000	SQUARE YARD	BITUMINOUS TREATMENT A	
1677			1677	0	405A000	GALLON	TACK COAT	
30283			30283	0	408A052	SQUARE YARD	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	
4188	460		4648	0	424A361	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	15,43,47
500			500	0	424B654	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	23
1510	735		2245	0	424B655	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	
500			500	0	424B658	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	23
500			500.37006	0	430B040	TON	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	
460			460	0	517A004	LINEAR FOOT	ORNAMENTAL HANDRAIL	33
11393			11393	0	530F000	LINEAR FOOT	VIDEO INSPECTION OF EXISTING ROADWAY PIPE	
11			11	0	534C000	EACH	CLEANING EXISTING MANHOLE	9
318			318	0	534E000	LINEAR FOOT	CLEANING EXISTING CULVERT (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	9
11075			11075	0	534E001	LINEAR FOOT	CLEANING EXISTING PIPE (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	9
1			1	0	600A000	LUMP SUM	MOBILIZATION	
5			5	0	602C000	EACH	PERMANENT EASEMENT MARKER	
100			100	0	606A000	LINEAR FOOT	6" UNDERDRAIN PIPE	
180			180	0	610D003	SQUARE YARD	FILTER BLANKET, GEOTEXTILE	
5658			5658	0	618A000	SQUARE YARD	CONCRETE SIDEWALK, 4" THICK	19
733			733	0	618A001	SQUARE YARD	CONCRETE SIDEWALK, 6" THICK	
623			623	0	618B003	SQUARE YARD	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH)	
640			640	0	618C001	SQUARE FOOT	DETECTABLE WARNING SURFACE	
328			328	0	618D000	SQUARE YARD	CURB RAMP	
5			5	0	620A000	CUBIC YARD	MINOR STRUCTURE CONCRETE	
2			2	0	621C001	EACH	INLETS, TYPE B	
1			1	0	621C015	EACH	INLETS, TYPE S1 OR S3 (1 WING)	
5			5	0	621C017	EACH	INLETS, TYPE S1 OR S3 (2 WING)	
1			1	0	621C018	EACH	INLETS, TYPE S2 OR S4 (2 WING)	
49			49	0	621C030	EACH	INLETS, TYPE "SPECIAL"	
2			2	0	621D015	EACH	INLET UNITS, TYPE S1 OR S3	
1			1	0	621D016	EACH	INLET UNITS, TYPE S2 OR S4	
11			11	0	621E000	EACH	MANHOLES, TYPE SPECIAL	37
2024			2024	0	623A000	LINEAR FOOT	CONCRETE GUTTER	
9147			9147	0	623B002	LINEAR FOOT	CONCRETE CURB, TYPE A	44
1728			1728	0	623C003	LINEAR FOOT	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	44
320			320	0	630A001	LINEAR FOOT	STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	
3			3	0	630C079	EACH	GUARDRAIL END ANCHOR, TYPE 13 (MASH)	
4			4	0	630C080	EACH	GUARDRAIL END ANCHOR, TYPE 20 SERIES (MASH)	
248			248	0	637A000	LINEAR FOOT	FENCE RESET	
	1094		1094	0	641A514	LINEAR FOOT	1 INCH COPPER WATER SERVICE LINE LAID	
	150		150	0	641A540	LINEAR FOOT	3 INCH P.E. WATER SERVICE LINE LAID	
	213		213	0	641A682	LINEAR FOOT	6 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	
	66		66	0	641A684	LINEAR FOOT	8 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	
	32		32	0	641A744	LINEAR FOOT	4 INCH P.V.C. WATER MAIN LAID	
	4339		4339	0	641A746	LINEAR FOOT	6 INCH P.V.C. WATER MAIN LAID	
	700		700	0	641A748	LINEAR FOOT	8 INCH P.V.C. WATER MAIN LAID	
	1020		1020	0	641A752	LINEAR FOOT	12 INCH P.V.C. WATER MAIN LAID	
	774		774	0	641A756	LINEAR FOOT	16 INCH P.V.C. WATER MAIN LAID	
	13787		13787	0	641C500	POUND	DUCTILE IRON FITTINGS	
	13		13	0	641D500	EACH	FIRE HYDRANT	
	61		61	0	641J516	EACH	6 INCH GATE VALVE WITH BOX	

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

User Id: katelyn.finnorn 24-JAN-2025 11:13 Plot Scale=1.0000000 1.0000000 '\\COLORTABLE.ctb' '\\PORTABLE.ctb' Project:\\5018174 - Broad Street Phase IV\Project Design\Plans Assembly\4053_DTL1.dwg

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FMUP-431(250)	2025	3A

BASE BID		BID ALT.						
ROADWAY QUANTITY	MAWSS QUANTITY	ROADWAY QUANTITY	TOTAL BASE BID QUANTITY	TOTAL BID ALT. QUANTITY	ITEM NO.	UNIT	DESCRIPTION	PROJECT NOTES
	4		4	0	641J518	EACH	8 INCH GATE VALVE WITH BOX	
	5		5	0	641J522	EACH	12 INCH GATE VALVE WITH BOX	
	4		4	0	641J526	EACH	16 INCH GATE VALVE WITH BOX	
	56		56	0	641L500	CUBIC YARD	CONCRETE FOR WATER MAINS (THRUST BLOCKS)	
	3		3	0	641M510	EACH	4 INCH RETAINER GLAND	
	414		414	0	641M512	EACH	6 INCH RETAINER GLAND	
	41		41	0	641M514	EACH	8 INCH RETAINER GLAND	
	50		50	0	641M518	EACH	12 INCH RETAINER GLAND	
	74		74	0	641M522	EACH	16 INCH RETAINER GLAND	
	8		8	0	641N510	EACH	6 INCH X 6 INCH ANCHOR TEE	
	2		2	0	641N520	EACH	8 INCH X 6 INCH ANCHOR TEE	
	2		2	0	641N540	EACH	12 INCH X 6 INCH ANCHOR TEE	
	1		1	0	641N560	EACH	18 INCH X 6 INCH ANCHOR TEE	
	2		2	0	641O520	EACH	8 INCH X 8 INCH TAPPING VALVE AND SLEEVE	
	2		2	0	641O596	EACH	16 INCH X 16 INCH TAPPING VALVE AND SLEEVE	
	43		43	0	641P520	EACH	1 INCH SERVICE TAP	
	1		1	0	641P530	EACH	2 INCH SERVICE TAP	
	42		42	0	641R515	EACH	1 INCH WATER METER AND BOX RESET	
	10		10	0	641S500	EACH	VALVE BOX RESET	
	1		1	0	641W504	EACH	4" INSERTION VALVE	
	16		16	0	641W506	EACH	6" INSERTION VALVE	
	2		2	0	641W508	EACH	8" INSERTION VALVE	
	1		1	0	641W516	EACH	16" INSERTION VALVE	
	6		6	0	641X500	EACH	CONNECTION TO EXISTING WATER SYSTEM	
	300		300	0	645E524	LINEAR FOOT	8 INCH P.V.C. STACKS AND LATERALS	
	30		30	0	645K500	EACH	MANHOLE FRAME AND COVER RESET	
	20		20	0	649A560	LINEAR FOOT	24 INCH STEEL ENCASEMENT PIPE, TYPE 1 INSTALLATION	
376			376	0	650A000	CUBIC YARD	TOPSOIL	
1			1	0	652A100	ACRE	SEEDING	
2			2	0	652C000	ACRE	MOWING	48
3387			3387	0	654A001	SQUARE YARD	SOLID SODDING (BERMUDA)	
1			1	0	656A010	ACRE	MULCHING	
4			4	0	665A000	ACRE	TEMPORARY SEEDING	
12			12	0	665B001	TON	TEMPORARY MULCHING	
3000			3000	0	665E000	SQUARE YARD	POLYETHYLENE	
100			100	0	665G000	EACH	SAND BAGS	
3100			3100	0	665J002	LINEAR FOOT	SILT FENCE	
50			50	0	665N000	TON	TEMPORARY COARSE AGGREGATE,ALDOT NUMBER 1	
3100			3100	0	665O001	LINEAR FOOT	SILT FENCE REMOVAL	
4508			4508	0	665Q002	LINEAR FOOT	WATTLE	
2			2	0	666A001	ACRE	PEST CONTROL TREATMENT	
1			1	0	680A001	LUMP SUM	GEOMETRIC CONTROLS	
7			7	0	701A227	MILE	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	
3			3	0	701A230	MILE	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	
7481			7481	0	701B207	LINEAR FOOT	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	
10			10	0	701C001	MILE	SOLID TEMPORARY TRAFFIC STRIPE	705
200			200	0	701E010	LINEAR FOOT	BROKEN TEMPORARY TRAFFIC STRIPE	
1404			1404	0	701G146	LINEAR FOOT	SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE (5"WIDE)	
468			468	0	701G154	LINEAR FOOT	SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE (5" WIDE)	
200			200	0	701G242	LINEAR FOOT	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	
940			940	0	701H000	LINEAR FOOT	SOLID TRAFFIC STRIPE REMOVED (PAINT)	
470			470	0	701H005	LINEAR FOOT	BROKEN TRAFFIC STRIPE REMOVED (PAINT)	
5936			5936	0	703A002	SQUARE FOOT	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	
21			21	0	703A011	SQUARE FOOT	TRAFFIC CONTROL MARKINGS, CLASS W, TYPE A	
67			67	0	703B002	SQUARE FOOT	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	
5936			5936	0	703D001	SQUARE FOOT	TEMPORARY TRAFFIC CONTROL MARKINGS	
788			788	0	703H000	SQUARE FOOT	SPECIALTY TRAFFIC CONTROL MARKINGS	
17			17	0	705A030	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	
146			146	0	705A037	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	
39			39	0	705A038	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	
145			145	0	710A160	SQUARE FOOT	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)	
39			39	0	710A165	SQUARE FOOT	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND, FLUORESCENT)	
270			270	0	710A170	SQUARE FOOT	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND)	
448			448	0	710B021	LINEAR FOOT	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2", 14 GA SQUARE TUBULAR STEEL)	
1			1	0	710C000	LUMP SUM	REMOVAL OF EXISTING ROADWAY SIGNS	
1			1	0	730A000	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST)	

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

User: kc katelyn.rhnorn 24-JUL-2025 21:13 Plot Scale=1.000000'/1.000000' ##COLORTABLE## ##PENTABLE## Projects#201074 - Broad Street Phase IV#Project Design#Plans Assembly#003_074_summary.dgn

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(280)	2025	38

BASE BID		BID ALT.						
ROADWAY QUANTITY	MAWSS QUANTITY	ROADWAY QUANTITY	TOTAL BASE BID QUANTITY	TOTAL BID ALT. QUANTITY	ITEM NO.	UNIT	DESCRIPTION	PROJECT NOTES
1			1	0	730A001	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ CEDAR AVE)	
1			1	0	730A002	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	
1			1	0	730A003	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ LIVE OAK ST)	
1			1	0	730A004	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	
1			1	0	730A005	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	
1			1	0	730C000	LUMP SUM	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST)	
1			1	0	730C001	LUMP SUM	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	
1			1	0	730C002	LUMP SUM	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	
1			1	0	730C003	LUMP SUM	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	
14			14	0	730E000	EACH	METAL TRAFFIC SIGNAL POLE FOUNDATION	
1			1	0	730F000	EACH	METAL TRAFFIC SIGNAL POLE WITH 20 FT MAST ARM	
2			2	0	730F001	EACH	METAL TRAFFIC SIGNAL POLE WITH 25 FT MAST ARM	
2			2	0	730F002	EACH	METAL TRAFFIC SIGNAL POLE WITH 30 FT MAST ARM	
5			5	0	730F003	EACH	METAL TRAFFIC SIGNAL POLE WITH 35 FT MAST ARM	
1			1	0	730F004	EACH	METAL TRAFFIC SIGNAL POLE WITH 40 FT MAST ARMS	
1			1	0	730F005	EACH	METAL TRAFFIC SIGNAL POLE WITH 25 FT AND 40 FT MAST ARMS	
2			2	0	730F006	EACH	METAL TRAFFIC SIGNAL POLE WITH 30 FT AND 35 FT MAST ARMS	
10			10	0	730K001	EACH	TRAFFIC SIGNAL JUNCTION BOX, TYPE S1	
6			6	0	730K002	EACH	TRAFFIC SIGNAL JUNCTION BOX, TYPE S2	
242			242	0	730L003	LINEAR FOOT	1", NON-METALLIC, CONDUIT	
		240	0	240	730L004	LINEAR FOOT	2", METALLIC, CONDUIT	
1286		6136	1286	6136	730L005	LINEAR FOOT	2", NON-METALLIC, CONDUIT	
13			13	0	730N000	EACH	LUMINAIRE EXTENSION ASSEMBLY,	
2			2	0	730Q115	EACH	ILLUMINATED SIGN ASSEMBLY WITH FLASHING BEACON, UTILITY POWERED	
30			30	0	730P022	EACH	VEHICULAR SIGNAL HEAD, 12 INCH, 3 SECTION, TYPE LED	
10			10	0	730P100	EACH	PEDESTRIAN SIGNAL HEAD, TYPE LED	
10			10	0	730Q001	EACH	MISCELLANEOUS EQUIPMENT, PEDESTRIAN PUSH BUTTON (APS)	
4			4	0	730R040	EACH	CONTROLLER ASSEMBLY, TYPE NEMA, 8 CHANNELS	
4			4	0	730T010	EACH	ELECTRICAL POWER SERVICE ASSEMBLY WITH WOOD POLE	
1			1	0	730U400	LUMP SUM	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N LAFAYETTE ST)	
1			1	0	730U401	LUMP SUM	RADAR DETECTION SYSTEM (DR MLK JR AVE @ PEACH ST)	
1			1	0	730U402	LUMP SUM	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N ANN ST)	
1			1	0	730U403	LUMP SUM	RADAR DETECTION SYSTEM (DR MLK JR AVE @ KENNEDY ST)	
1			1	0	730Y000	LUMP SUM	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB)	
1			1	0	730Y001	LUMP SUM	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB)	
1			1	0	730Y620	LUMP SUM	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY	(APS)
1			1	0	730Y621	LUMP SUM	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES	(APS)
1			1	0	730Y622	LUMP SUM	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY	(APS)
1			1	0	730Y623	LUMP SUM	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES	(APS)
1			1	0	730Y624	LUMP SUM	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY	(APS)
1			1	0	730Y625	LUMP SUM	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY	(APS)
1			1	0	730Y626	LUMP SUM	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY	(APS)
1			1	0	730Y627	LUMP SUM	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY	(APS)
1564			1564	0	740B000	SQUARE FOOT	CONSTRUCTION SIGNS	704
20			20	0	740C000	SQUARE FOOT	SPECIAL CONSTRUCTION SIGNS	
250			250	0	740D000	EACH	CHANNELIZING DRUMS	
50			50	0	740E000	EACH	CONES (36 INCHES HIGH)	
8			8	0	740F002	EACH	BARRICADES, TYPE III	
4			4	0	740I002	EACH	WARNING LIGHTS, TYPE B	
2			2	0	741C010	EACH	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	
2			2	0	742A001	EACH	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	
8			8	0	750D200	EACH	ELECTRICAL JUNCTION BOX,TYPE 1	
		41	0	41	750D203	EACH	ELECTRICAL JUNCTION BOX, TYPE 4	
13500			13500	0	750E113	LINEAR FOOT	CONDUIT, 1 1/4 INCH, RIGID NONMETALLIC	
230			230	0	750E115	LINEAR FOOT	CONDUIT,2 INCH,RIGID NONMETALLIC	
40500			40500	0	750F024	LINEAR FOOT	CONDUCTOR, #6 AWG	
700			700	0	750F026	LINEAR FOOT	CONDUCTOR, #2 AWG	
4			4	0	750I015	EACH	LIGHTING CONTROL CENTER	
1			1	0	750Z220	LUMP SUM	ROADWAY LIGHTING	
87			87	0	758A020	LINEAR FOOT	2" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	
1275		625	1275	625	758A022	LINEAR FOOT	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	
386			386	0	758A028	LINEAR FOOT	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	
1			1	0	SP-001	EACH	PROJECT SIGN	
2156			2156	0	SP-002	SQUARE FOOT	STONE-THERMO-SET CROSSWALK TREATMENT	
13918			13918	0	SP-003	SQUARE FOOT	GREEN TRAFFIC CONTROL MARKINGS	
1480			1480	0	SP-004	EACH	CYCLE LANE SEPARATOR, ZEBRA	
1			1	0	SP-005	LUMP SUM	WORK OF SIMILAR NATURE	41

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(280)	2025	3C

REQUIRED REMOVAL OF INLETS & MANHOLES

ITEM NO				206E-001	206E-003
BASELINE	STATION	OFFSET		REMOVING INLETS (EACH)	REMOVING MANHOLE (EACH)
DR MLK JR AVE	34+50.32	22.51'	LT	1	
DR MLK JR AVE	34+51.04	21.76'	TY	1	
DR MLK JR AVE	42+31.91	22.78'	RT	1	
DR MLK JR AVE	42+33.98	23.35'	LT	1	
DR MLK JR AVE	45+31.26	19.11'	LT	1	
DR MLK JR AVE	46+98.89	21.91'	LT	1	
DR MLK JR AVE	47+99.48	27.66'	RT	1	
DR MLK JR AVE	48+34.45	46.07'	RT	1	
DR MLK JR AVE	49+03.33	20.28'	LT	1	
DR MLK JR AVE	49+04.02	22.72'	RT	1	
DR MLK JR AVE	50+78.67	22.42'	RT	1	
DR MLK JR AVE	50+78.73	20.72'	LT	1	
DR MLK JR AVE	53+14.17	20.30'	LT	1	
DR MLK JR AVE	53+20.79	22.91'	RT	1	
DR MLK JR AVE	54+82.31	23.50'	RT	1	
DR MLK JR AVE	54+83.54	19.71'	LT	1	
DR MLK JR AVE	56+58.95	23.41'	RT	1	
DR MLK JR AVE	57+19.23	19.36'	LT	1	
DR MLK JR AVE	58+42.87	23.28'	RT	1	
DR MLK JR AVE	58+43.90	19.65'	LT	1	
DR MLK JR AVE	60+45.26	19.91'	LT	1	
DR MLK JR AVE	60+92.78	23.07'	RT	1	
DR MLK JR AVE	61+82.68	19.94'	LT	1	
DR MLK JR AVE	63+62.85	22.72'	RT	1	
DR MLK JR AVE	63+66.30	20.27'	LT	1	
DR MLK JR AVE	65+50.23	22.19'	RT	1	
DR MLK JR AVE	66+09.85	20.94'	LT	1	
DR MLK JR AVE	66+57.04	22.05'	RT	1	
DR MLK JR AVE	66+45.60	18.89'	LT	1	
DR MLK JR AVE	66+46.28	20.34'	RT	1	
DR MLK JR AVE	70+96.86	20.74'	RT	1	
DR MLK JR AVE	70+99.84	18.00'	LT	1	
DR MLK JR AVE	73+18.18	18.41'	LT	1	
DR MLK JR AVE	74+22.06	20.79'	RT	1	
DR MLK JR AVE	75+46.01	18.94'	LT	1	
DR MLK JR AVE	75+68.32	20.87'	RT	1	
DR MLK JR AVE	76+47.82	21.03'	RT	1	
DR MLK JR AVE	78+14.78	18.34'	LT	1	
DR MLK JR AVE	79+40.77	20.94'	RT	1	
DR MLK JR AVE	79+97.59	18.49'	LT	1	
DR MLK JR AVE	82+66.83	20.53'	RT	1	
DR MLK JR AVE	82+66.87	18.87'	LT	1	
DR MLK JR AVE	84+88.70	19.14	RT	1	
DR MLK JR AVE	85+36.42	18.92	LT	1	
DR MLK JR AVE	87+78.49	19.27'	LT	1	
DR MLK JR AVE	87+77.87	20.19'	RT	1	
DR MLK JR AVE	89+84.25	18.24'	LT	1	
DR MLK JR AVE	90+30.19	17.96'	RT	1	
DR MLK JR AVE	90+58.56	16.75'	LT	1	
DR MLK JR AVE	93+24.90	17.83'	LT	1	
DR MLK JR AVE	93+32.77	17.73'	RT	1	
DR MLK JR AVE	94+84.84	17.51'	LT	1	
DR MLK JR AVE	94+92.22	17.64'	RT	1	
DR MLK JR AVE	96+64.80	19.48'	RT	1	
DR MLK JR AVE	97+11.52	20.21'	LT		1
DR MLK JR AVE	97+23.53	21.01'	RT	1	
DR MLK JR AVE	99+20.70	22.07'	LT	1	
DR MLK JR AVE	99+22.75'	21.08'	RT	1	
DR MLK JR AVE	99+23.73	21.96'	LT	1	
DR MLK JR AVE	99+26.38	21.09'	RT	1	
TOTAL				59	1

REQD REMOVING CONCRETE SIDEWALK (206C-000)

BASELINE	STATION	SIDE	AREA (SQ FT)	AREA (SQ YD)
DR MLK JR AVE	33+22 - 37+24	RT	2083.46	231.50
DR MLK JR AVE	34+08 - 37+25	LT	1572.47	174.72
DR MLK JR AVE	39+59 - 43+73	RT	1976.23	219.58
DR MLK JR AVE	39+58 - 42+29	LT	1236.02	137.34
DR MLK JR AVE	42+38 - 44+86	LT	1108.14	123.13
DR MLK JR AVE	45+52 - 46+70	RT	522.46	58.05
DR MLK JR AVE	46+51 - 47+76	LT	452.84	50.32
DR MLK JR AVE	48+22 - 50+91	LT	1122.55	124.73
DR MLK JR AVE	48+76 - 52+70	RT	1520.80	168.98
DR MLK JR AVE	51+22 - 53+81	LT	997.86	110.87
DR MLK JR AVE	53+04 - 56+25	RT	1271.85	141.32
DR MLK JR AVE	54+15 - 56+72	LT	973.99	108.22
DR MLK JR AVE	56+54 - 65+86	RT	4643.81	515.98
DR MLK JR AVE	57+03 - 59+68	LT	1062.97	118.11
DR MLK JR AVE	60+04 - 62+08	LT	1059.75	117.75
DR MLK JR AVE	62+43 - 64+47	LT	841.83	93.54
DR MLK JR AVE	64+71 - 66+66	LT	913.19	101.47
DR MLK JR AVE	66+04 - 68+60	RT	1236.24	137.36
DR MLK JR AVE	68+96 - 71+19	LT	1637.70	181.97
DR MLK JR AVE	68+89 - 71+02	RT	835.21	92.80
DR MLK JR AVE	71+40 - 74+40	RT	1218.77	135.42
DR MLK JR AVE	71+44 - 75+65	LT	1674.20	186.02
DR MLK JR AVE	74+58 - 76+63	RT	829.85	92.21
DR MLK JR AVE	75+94 - 80+16	LT	1687.89	187.54
DR MLK JR AVE	77+07 - 79+49	RT	967.04	107.45
DR MLK JR AVE	79+91 - 82+81	RT	1926.03	214.00
DR MLK JR AVE	80+43 - 82+87	LT	956.69	106.30
DR MLK JR AVE	83+08 - 85+47	LT	825.89	91.77
DR MLK JR AVE	83+12 - 84+73	RT	722.83	80.31
DR MLK JR AVE	85+17 - 86+94	RT	689.51	76.61
DR MLK JR AVE	85+85 - 90+00	LT	1691.46	187.94
DR MLK JR AVE	87+20 - 88+54	RT	564.68	62.74
DR MLK JR AVE	88+80 - 97+16	RT	3600.50	400.06
DR MLK JR AVE	90+43 - 97+11	LT	3540.84	393.43
DR MLK JR AVE	97+40 - 99+44	LT	812.30	90.26
TOTAL				5420

REQUIRED REMOVING CONCRETE DRIVEWAY (206C-010)

BASELINE	STATION	SIDE	AREA (SQ YD)
DR MLK JR AVE	41+65	LT	6.89
DR MLK JR AVE	43+97	LT	8.89
DR MLK JR AVE	44+68	RT	19.56
DR MLK JR AVE	44+99	LT	2.00
DR MLK JR AVE	45+44	RT	19.56
DR MLK JR AVE	45+86	RT	17.67
DR MLK JR AVE	46+45	LT	7.78
DR MLK JR AVE	47+22	LT	9.44
DR MLK JR AVE	48+76	LT	4.00
DR MLK JR AVE	48+90	LT	7.89
DR MLK JR AVE	49+25	LT	5.67
DR MLK JR AVE	49+81	RT	7.22
DR MLK JR AVE	50+10	RT	16.33
DR MLK JR AVE	50+90	RT	6.22
DR MLK JR AVE	51+31	RT	5.89
DR MLK JR AVE	51+74	LT	18.67
DR MLK JR AVE	52+66	LT	16.78
DR MLK JR AVE	54+21	RT	8.89
DR MLK JR AVE	54+56	LT	8.89
DR MLK JR AVE	55+10	LT	7.56
DR MLK JR AVE	55+15	RT	5.22
DR MLK JR AVE	55+33	RT	5.22
DR MLK JR AVE	57+56	LT	7.11
DR MLK JR AVE	58+10	LT	5.56
DR MLK JR AVE	60+27	RT	8.22
DR MLK JR AVE	60+58	LT	2.56
DR MLK JR AVE	61+00	LT	2.00
DR MLK JR AVE	63+89	LT	19.78
DR MLK JR AVE	64+24	LT	20.22
DR MLK JR AVE	64+77	LT	6.11
DR MLK JR AVE	68+71	LT	6.67
DR MLK JR AVE	69+55	RT	9.00
DR MLK JR AVE	70+44	RT	6.33
DR MLK JR AVE	70+58	LT	8.11
DR MLK JR AVE	72+25	LT	8.33
DR MLK JR AVE	72+90	RT	8.44
DR MLK JR AVE	73+02	LT	15.33
DR MLK JR AVE	73+31	LT	7.67
DR MLK JR AVE	73+77	RT	9.56
DR MLK JR AVE	74+28	LT	9.78
DR MLK JR AVE	74+88	LT	8.00
DR MLK JR AVE	75+07	LT	8.56
DR MLK JR AVE	75+17	RT	8.22
DR MLK JR AVE	76+73	LT	10.56
DR MLK JR AVE	78+09	RT	7.89
DR MLK JR AVE	78+36	LT	13.00
DR MLK JR AVE	78+63	LT	10.78
DR MLK JR AVE	79+11	LT	10.89
DR MLK JR AVE	81+17	LT	12.00
DR MLK JR AVE	81+67	LT	8.78
DR MLK JR AVE	84+94	RT	56.78
DR MLK JR AVE	86+57	LT	8.44
DR MLK JR AVE	86+93	LT	10.11
DR MLK JR AVE	87+06	RT	31.00
DR MLK JR AVE	87+45	LT	9.67
DR MLK JR AVE	88+67	RT	30.56
DR MLK JR AVE	88+93	LT	12.56
DR MLK JR AVE	91+59	LT	18.89
DR MLK JR AVE	94+25	LT	24.44
DR MLK JR AVE	95+23	LT	12.67
TOTAL			693

REQUIRED REMOVING FENCE (206D-011)

BASELINE	FROM STATION	TO STATION	SIDE	LENGTH (LIN FT)
DR MLK JR AVE	37+26	39+57	LT	230
DR MLK JR AVE	37+26	39+56	RT	230
DR MLK JR AVE	82+06	82+06	LT	6
TOTAL				466

REQUIRED REMOVING CURB & GUTTER (206D-003)

BASELINE	STATION	SIDE	LENGTH (LIN FT)
DR MLK JR AVE	PROJECT LIMITS	LT	5327.56
DR MLK JR AVE	PROJECT LIMITS	RT	5719.89
TOTAL			11048

REQUIRED MAILBOX RESET (209A-000)

BASELINE	STATION	SIDE	MAILBOX (EACH)	STD OR SPECIAL DWG NO
DR MLK JR AVE	49+65	RT	1	A
DR MLK JR AVE	62+66	LT	1	A
DR MLK JR AVE	69+90	RT	1	A
DR MLK JR AVE	70+65	RT	1	A
DR MLK JR AVE	71+78	LT	1	A
DR MLK JR AVE	72+65	RT	1	A
DR MLK JR AVE	72+86	LT	1	A
DR MLK JR AVE	73+41	LT	1	A
DR MLK JR AVE	74+11	LT	1	A
DR MLK JR AVE	74+66	LT	1	A
DR MLK JR AVE	75+35	LT	1	A
DR MLK JR AVE	78+74	LT	1	A
DR MLK JR AVE	79+36	LT	1	A
DR MLK JR AVE	79+73	LT	1	A
TOTAL			14	

REQD REMOVING GUARDRAIL & GUARDRAIL END ANCHORS

ITEM NO			206D-001	206E-008
BASELINE	STATION	SIDE	REMOVING GUARDRAIL (LIN FT)	REMOVING GUARDRAIL END ANCHOR (ALL TYPES) (EACH)
DR MLK JR AVE	36+10 - 37+25	RT	70	2
DR MLK JR AVE	36+47 - 37+25	LT	59	1
DR MLK JR AVE	39+58 - 40+73	LT	71	2
DR MLK JR AVE	39+58 - 40+35	RT	33	2
TOTAL			233	7

STD OR SPECIAL DWG NO.	
A	MB-209-1

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-491(ZSD)	2025	3D

REQUIRED SIDEWALK, 4" THICK (618A-000)

BASELINE	STATION	SIDE	SIDEWALK (SQ YD)	STD OR SPECIAL DWG NO
DR MLK JR AVE	33+28 - 33+94	RT	37	A
DR MLK JR AVE	34+16 - 37+25	LT	171	A
DR MLK JR AVE	34+27 - 37+24	RT	166	A
DR MLK JR AVE	39+78 - 41+49	LT	105	A
DR MLK JR AVE	39+78 - 43+60	RT	232	A
DR MLK JR AVE	41+81 - 43+79	LT	110	A
DR MLK JR AVE	44+26 - 44+55	RT	17	A
DR MLK JR AVE	44+14 - 44+84	LT	42	A
DR MLK JR AVE	44+80 - 45+36	RT	33	A
DR MLK JR AVE	45+26 - 46+36	LT	53	A
DR MLK JR AVE	45+49 - 45+74	RT	16	A
DR MLK JR AVE	46+01 - 46+84	RT	36	A
DR MLK JR AVE	46+54 - 47+12	LT	32	A
LINCOLN ST	110+79 - 111+14	RT	19	A
DR MLK JR AVE	47+14 - 48+22	RT	64	A
DR MLK JR AVE	47+32 - 47+77	LT	24	A
DR MLK JR AVE	48+32 - 48+82	LT	28	A
DR MLK JR AVE	48+82 - 49+74	RT	56	A
DR MLK JR AVE	48+96 - 49+17	LT	12	A
DR MLK JR AVE	49+31 - 50+82	LT	85	A
DR MLK JR AVE	49+89 - 49+94	RT	5	A
DR MLK JR AVE	50+23 - 50+82	RT	34	A
DR MLK JR AVE	50+96 - 51+23	RT	16	A
DR MLK JR AVE	51+29 - 51+51	LT	19	A
DR MLK JR AVE	51+38 - 52+60	RT	68	A
DR MLK JR AVE	51+85 - 52+54	LT	38	A
DR MLK JR AVE	52+77 - 53+72	LT	54	A
DR MLK JR AVE	53+09 - 54+13	RT	58	A
DR MLK JR AVE	54+29 - 55+11	RT	46	A
DR MLK JR AVE	54+29 - 54+49	LT	12	A
DR MLK JR AVE	54+63 - 55+04	LT	24	A
DR MLK JR AVE	55+21 - 55+29	RT	5	A
DR MLK JR AVE	55+17 - 56+65	LT	83	A
DR MLK JR AVE	55+38 - 56+18	RT	45	A
DR MLK JR AVE	56+59 - 60+21	RT	237	A
DR MLK JR AVE	57+10 - 57+50	LT	22	A
DR MLK JR AVE	57+63 - 58+01	LT	22	A
DR MLK JR AVE	58+13 - 58+44	LT	18	A
DR MLK JR AVE	58+58 - 59+60	LT	52	A
DR MLK JR AVE	60+11 - 60+42	LT	19	A
DR MLK JR AVE	60+35 - 62+46	RT	118	A
DR MLK JR AVE	60+84 - 60+98	LT	18	A
DR MLK JR AVE	61+04 - 62+04	LT	54	A
DR MLK JR AVE	62+49 - 63+92	LT	78	A
DR MLK JR AVE	62+73 - 62+76	RT	2	A
DR MLK JR AVE	62+87 - 62+98	RT	7	A
DR MLK JR AVE	63+09 - 63+27	RT	11	A
DR MLK JR AVE	63+38 - 63+72	RT	19	A
DR MLK JR AVE	63+83 - 64+62	RT	44	A
DR MLK JR AVE	64+73 - 65+15	RT	23	A
DR MLK JR AVE	64+03 - 64+10	LT	4	A
DR MLK JR AVE	64+26 - 64+71	LT	26	A
DR MLK JR AVE	64+83 - 66+58	LT	98	A
DR MLK JR AVE	65+37 - 65+72	RT	19	A
DR MLK JR AVE	66+15 - 66+78	RT	35	A

REQUIRED SIDEWALK, 4" THICK (618A-000)

DR MLK JR AVE	66+89 - 67+21	RT	18	A
DR MLK JR AVE	67+32 - 67+64	RT	18	A
DR MLK JR AVE	67+75 - 68+02	RT	16	A
DR MLK JR AVE	68+13 - 68+54	RT	23	A
DR MLK JR AVE	67+02 - 68+64	LT	73	A
DR MLK JR AVE	68+74 - 70+50	LT	89	A
DR MLK JR AVE	68+96 - 68+49	RT	30	A
DR MLK JR AVE	69+60 - 70+39	RT	45	A
DR MLK JR AVE	70+49 - 71+05	RT	32	A
DR MLK JR AVE	70+67 - 71+12	LT	26	A
DR MLK JR AVE	71+47 - 72+85	RT	77	A
DR MLK JR AVE	71+50 - 72+19	LT	38	A
DR MLK JR AVE	72+32 - 72+89	LT	32	A
DR MLK JR AVE	72+97 - 73+69	RT	41	A
DR MLK JR AVE	73+13 - 73+24	LT	6	A
DR MLK JR AVE	73+35 - 74+22	LT	48	A
DR MLK JR AVE	73+84 - 74+33	RT	27	A
DR MLK JR AVE	74+35 - 74+82	LT	27	A
DR MLK JR AVE	74+64 - 75+11	RT	27	A
DR MLK JR AVE	75+11 - 75+58	LT	27	A
DR MLK JR AVE	75+24 - 76+56	RT	74	A
DR MLK JR AVE	76+03 - 76+66	LT	36	A
DR MLK JR AVE	76+80 - 78+28	LT	82	A
DR MLK JR AVE	76+99 - 78+01	RT	57	A
DR MLK JR AVE	78+17 - 79+53	RT	78	A
DR MLK JR AVE	78+44 - 78+56	LT	7	A
DR MLK JR AVE	78+68 - 79+06	LT	21	A
DR MLK JR AVE	79+17 - 80+11	LT	53	A
DR MLK JR AVE	80+04 - 80+84	RT	45	A
DR MLK JR AVE	80+48 - 81+07	LT	33	A
DR MLK JR AVE	81+19 - 82+75	RT	88	A
KENNEDY ST	310+38 - 310+72	LT	27	A
DR MLK JR AVE	81+27 - 81+59	LT	18	A
DR MLK JR AVE	81+73 - 82+80	LT	60	A
DR MLK JR AVE	83+19 - 84+67	RT	83	A
DR MLK JR AVE	83+17 - 85+40	LT	128	A
DR MLK JR AVE	85+23 - 86+92	RT	82	A
DR MLK JR AVE	85+91 - 86+85	LT	53	A
DR MLK JR AVE	87+01 - 87+37	LT	20	A
DR MLK JR AVE	87+18 - 88+52	RT	74	A
DR MLK JR AVE	87+53 - 88+87	LT	75	A
DR MLK JR AVE	88+80 - 97+17	RT	465	A
DR MLK JR AVE	90+41 - 91+48	LT	60	A
DR MLK JR AVE	91+72 - 94+14	LT	134	A
DR MLK JR AVE	94+38 - 95+18	LT	44	A
DR MLK JR AVE	95+31 - 97+05	LT	97	A
DR MLK JR AVE	97+46 - 99+46	RT	175	A
TOTAL			5658	

REQUIRED SIDEWALK, 6" THICK (618A-001)

BASELINE	STATION	SIDE	SIDEWALK (SQ YD)	STD OR SPECIAL DWG NO
DR MLK JR AVE	41+45 - 41+82	LT	20	A
DR MLK JR AVE	43+78 - 44+15	LT	20	A
DR MLK JR AVE	44+58 - 44+80	RT	14	A
DR MLK JR AVE	44+85 - 45+27	LT	23	A
DR MLK JR AVE	45+36 - 45+49	RT	7	A
DR MLK JR AVE	45+76 - 46+02	RT	15	A
DR MLK JR AVE	46+37 - 46+54	RT	10	A
DR MLK JR AVE	47+13 - 47+33	LT	11	A
DR MLK JR AVE	48+82 - 48+97	LT	8	A
DR MLK JR AVE	49+17 - 49+31	LT	8	A
DR MLK JR AVE	49+75 - 49+87	RT	7	A
DR MLK JR AVE	49+94 - 50+24	RT	17	A
DR MLK JR AVE	50+82 - 50+97	RT	8	A
DR MLK JR AVE	51+24 - 51+38	RT	8	A
DR MLK JR AVE	51+61 - 51+86	LT	14	A
DR MLK JR AVE	52+53 - 52+77	RT	13	A
DR MLK JR AVE	54+13 - 54+29	RT	9	A
DR MLK JR AVE	54+49 - 54+63	LT	8	A
DR MLK JR AVE	55+04 - 55+17	LT	8	A
DR MLK JR AVE	55+11 - 55+21	RT	6	A
DR MLK JR AVE	55+29 - 55+38	RT	6	A
DR MLK JR AVE	57+49 - 57+63	LT	8	A
DR MLK JR AVE	58+01 - 61+13	LT	7	A
DR MLK JR AVE	58+44 - 58+68	LT	14	A
DR MLK JR AVE	60+21 - 60+35	RT	8	A
DR MLK JR AVE	60+42 - 60+65	LT	13	A
DR MLK JR AVE	60+96 - 61+09	LT	6	A
DR MLK JR AVE	62+45 - 62+73	RT	15	A
DR MLK JR AVE	62+76 - 62+87	RT	7	A
DR MLK JR AVE	62+97 - 63+08	RT	7	A
DR MLK JR AVE	63+27 - 63+38	RT	7	A
DR MLK JR AVE	63+72 - 63+83	RT	7	A
DR MLK JR AVE	63+87 - 84+04	LT	8	A
DR MLK JR AVE	64+10 - 64+27	LT	10	A
DR MLK JR AVE	64+62 - 64+73	RT	7	A
DR MLK JR AVE	64+71 - 64+84	LT	8	A
DR MLK JR AVE	65+13 - 65+40	RT	14	A
DR MLK JR AVE	66+78 - 66+89	RT	7	A
DR MLK JR AVE	67+21 - 67+32	RT	7	A
DR MLK JR AVE	67+64 - 67+75	RT	7	A
DR MLK JR AVE	68+02 - 68+13	RT	7	A
DR MLK JR AVE	68+62 - 68+78	LT	8	A
DR MLK JR AVE	69+49 - 69+60	RT	6	A
DR MLK JR AVE	70+38 - 70+49	RT	6	A
DR MLK JR AVE	70+49 - 70+67	RT	10	A
DR MLK JR AVE	72+18 - 72+32	LT	8	A
DR MLK JR AVE	72+84 - 72+97	RT	7	A
DR MLK JR AVE	72+89 - 73+14	LT	14	A
DR MLK JR AVE	73+24 - 73+36	RT	7	A
DR MLK JR AVE	73+69 - 73+85	RT	9	A
DR MLK JR AVE	74+21 - 74+35	LT	8	A
DR MLK JR AVE	74+82 - 75+12	LT	17	A
DR MLK JR AVE	75+10 - 75+24	RT	8	A
DR MLK JR AVE	76+68 - 76+80	LT	8	A
DR MLK JR AVE	78+00 - 78+17	RT	10	A
DR MLK JR AVE	78+27 - 78+44	LT	10	A
DR MLK JR AVE	78+55 - 78+69	LT	8	A
DR MLK JR AVE	79+05 - 79+19	LT	7	A
DR MLK JR AVE	80+83 - 81+19	RT	20	A
DR MLK JR AVE	81+06 - 81+28	LT	12	A
DR MLK JR AVE	81+59 - 81+74	LT	9	A
DR MLK JR AVE	84+67 - 85+23	RT	32	A
DR MLK JR AVE	86+84 - 87+01	LT	10	A
DR MLK JR AVE	86+92 - 87+20	RT	16	A
DR MLK JR AVE	87+37 - 87+53	LT	9	A
DR MLK JR AVE	88+51 - 88+81	RT	17	A
DR MLK JR AVE	88+86 - 88+99	LT	7	A
DR MLK JR AVE	91+48 - 91+73	LT	14	A
DR MLK JR AVE	94+13 - 94+39	LT	14	A
DR MLK JR AVE	95+17 - 95+31	LT	8	A
TOTAL			733	

STD OR SPECIAL DWG NO.	
A	SHEET 2D

RESPONSIBLE PE›	SUPERVISOR›	DESIGNER›	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE›	DATE›	DATE›	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

User Id: katelyn.fewern 24-JUL-2025 15:14 File: $user(1)$000000$(000000 ##ACADTABLE## ##EXPORTABLE## Project:#350374 - Broad Street Phase IVa(Project Design(Plans Assembly(003_074.Layout.dgn

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4912(280)	2025	3E

REQUIRED CONCRETE DRIVEWAY 6" THICK (INCLUDES WIRE MESH) (618B-003)

BASELINE	STATION	SIDE	AREA (SQ YD)	REMARKS	STD OR SPECIAL DWG NO
DR MLK JR AVE	41+44 - 41+84	LT	16		F, I, J
DR MLK JR AVE	43+77 - 44+16	LT	17		F, I, J
DR MLK JR AVE	44+53 - 44+84	RT	14		F, I, J
DR MLK JR AVE	44+81 - 45+27	LT	10		F, I, J
DR MLK JR AVE	45+34 - 45+62	RT	6		F, I, J
DR MLK JR AVE	45+89 - 46+08	RT	15		F, I, J
DR MLK JR AVE	46+36 - 46+56	LT	3		F, I, J
DR MLK JR AVE	47+11 - 47+35	LT	7		F, I, J
DR MLK JR AVE	48+79 - 49+00	LT	8		F, I, J
DR MLK JR AVE	49+14 - 49+35	LT	8		F, I, J
DR MLK JR AVE	49+71 - 49+90	RT	7		F, I, J
DR MLK JR AVE	49+90 - 50+27	RT	17		F, I, J
DR MLK JR AVE	50+81 - 51+00	RT	7		F, I, J
DR MLK JR AVE	51+20 - 51+41	RT	6		F, I, J
DR MLK JR AVE	51+58 - 51+89	LT	8	CONCRETE APRON	F, I, J
DR MLK JR AVE	52+50 - 52+80	LT	16		F, I, J
DR MLK JR AVE	54+10 - 54+32	RT	9		F, I, J
DR MLK JR AVE	54+45 - 54+66	LT	8		F, I, J
DR MLK JR AVE	55+01 - 55+20	LT	8		F, I, J
DR MLK JR AVE	55+07 - 55+24	RT	6		F, I, J
DR MLK JR AVE	55+25 - 55+42	RT	6		F, I, J
DR MLK JR AVE	57+48 - 57+96	LT	7		F, I, J
DR MLK JR AVE	57+96 - 58+16	LT	6		F, I, J
DR MLK JR AVE	60+17 - 60+38	RT	11		F, I, J
DR MLK JR AVE	60+53 - 60+65	LT	4		F, I, J
DR MLK JR AVE	60+96 - 61+09	LT	3		F, I, J
DR MLK JR AVE	62+42 - 62+76	RT	8	CONCRETE APRON	F, I, J
DR MLK JR AVE	63+77 - 64+05	LT	16	CONCRETE APRON	F, I, J
DR MLK JR AVE	64+08 - 64+37	LT	17	CONCRETE APRON	F, I, J
DR MLK JR AVE	64+68 - 64+87	LT	6		F, I, J
DR MLK JR AVE	65+10 - 65+43	RT	9	CONCRETE APRON	F, I, J
DR MLK JR AVE	68+59 - 68+81	LT	7		F, I, J
DR MLK JR AVE	69+45 - 69+84	RT	8		F, I, J
DR MLK JR AVE	70+34 - 70+52	RT	8		F, I, J
DR MLK JR AVE	70+46 - 70+70	LT	9		F, I, J
DR MLK JR AVE	72+15 - 72+38	LT	8		F, I, J
DR MLK JR AVE	72+81 - 73+01	RT	8		F, I, J
DR MLK JR AVE	72+85 - 73+17	LT	14		F, I, J
DR MLK JR AVE	73+21 - 73+39	LT	7		F, I, J
DR MLK JR AVE	73+65 - 73+88	RT	9	CONCRETE APRON	F, I, J
DR MLK JR AVE	74+18 - 74+38	LT	9		F, I, J
DR MLK JR AVE	74+78 - 74+97	LT	8		F, I, J
DR MLK JR AVE	74+97 - 75+15	LT	8		F, I, J
DR MLK JR AVE	75+07 - 75+28	RT	8		F, I, J
DR MLK JR AVE	76+62 - 76+84	LT	10		F, I, J
DR MLK JR AVE	77+97 - 78+21	RT	10		F, I, J
DR MLK JR AVE	78+24 - 78+47	LT	12		F, I, J
DR MLK JR AVE	78+52 - 78+72	LT	10		F, I, J
DR MLK JR AVE	79+02 - 79+22	LT	10		F, I, J
DR MLK JR AVE	80+80 - 81+22	RT	18	CONCRETE APRON	F, I, J
DR MLK JR AVE	81+03 - 81+31	LT	12		F, I, J
DR MLK JR AVE	81+55 - 81+77	LT	9		F, I, J
DR MLK JR AVE	84+63 - 85+26	RT	30	CONCRETE APRON	F, I, J
DR MLK JR AVE	86+81 - 87+04	LT	10		F, I, J
DR MLK JR AVE	86+85 - 87+24	RT	14	CONCRETE APRON	F, I, J
DR MLK JR AVE	87+34 - 87+57	LT	10		F, I, J
DR MLK JR AVE	88+48 - 88+85	RT	12	CONCRETE APRON	F, I, J
DR MLK JR AVE	88+83 - 89+02	LT	10		F, I, J
DR MLK JR AVE	91+44 - 91+76	LT	16	CONCRETE APRON	F, I, J
DR MLK JR AVE	94+10 - 94+42	LT	18	CONCRETE APRON	F, I, J
DR MLK JR AVE	95+14 - 95+35	LT	11	CONCRETE APRON	F, I, J
TOTAL			623		

REQUIRED CURB RAMP & DETECTABLE WARNING SURFACE

BASELINE	STATION	SIDE	CURB RAMP (SQ YD) (618D-000)	DETECTABLE WARNING SURFACE (SQ FT) (618C-001)	STD OR SPECIAL DWG NO
DR MLK JR AVE	32+69	RT	5	10	E
DR MLK JR AVE	33+25	RT	5	10	E
DR MLK JR AVE	33+74	LT	4	10	E
DR MLK JR AVE	33+98	RT	6	10	E
DR MLK JR AVE	34+11	LT	6	10	E
DR MLK JR AVE	34+22	LT	2	10	E
DR MLK JR AVE	34+24	RT	7	10	E
DR MLK JR AVE	43+64	RT	5	10	E
DR MLK JR AVE	44+21	RT	7	10	E
DR MLK JR AVE	46+63	RT	6	10	E
DR MLK JR AVE	47+04	RT	5	10	E
DR MLK JR AVE	47+81	LT	5	10	E
DR MLK JR AVE	48+26	RT	5	10	E
DR MLK JR AVE	48+32	LT	2	10	E
DR MLK JR AVE	48+65	LT	2	10	E
DR MLK JR AVE	48+70	RT	7	10	E
DR MLK JR AVE	50+87	LT	5	10	E
DR MLK JR AVE	51+27	LT	4	10	E
DR MLK JR AVE	52+66	RT	10	10	E
DR MLK JR AVE	53+08	RT	4	10	E
DR MLK JR AVE	53+75	LT	5	10	E
DR MLK JR AVE	54+20	LT	11	10	E
DR MLK JR AVE	56+20	RT	4	10	E
DR MLK JR AVE	56+58	RT	4	10	E
DR MLK JR AVE	56+68	LT	4	10	E
DR MLK JR AVE	57+08	LT	4	10	E
DR MLK JR AVE	59+66	LT	6	10	E
DR MLK JR AVE	60+07	LT	3	10	E
DR MLK JR AVE	62+05	RT	2	10	E
DR MLK JR AVE	62+06	LT	4	10	E
DR MLK JR AVE	62+47	LT	4	10	E
DR MLK JR AVE	65+76	RT	10	10	E
DR MLK JR AVE	66+09	RT	11	10	E
DR MLK JR AVE	66+62	LT	4	10	E
DR MLK JR AVE	67+00	LT	4	10	E
DR MLK JR AVE	68+56	RT	5	10	E
DR MLK JR AVE	68+86	LT	2	10	E
DR MLK JR AVE	68+94	RT	5	10	E
DR MLK JR AVE	71+08	RT	4	10	E
DR MLK JR AVE	71+15	LT	5	10	E
DR MLK JR AVE	71+44	RT	4	10	E
DR MLK JR AVE	71+47	LT	4	10	E
DR MLK JR AVE	74+35	RT	4	10	E
DR MLK JR AVE	74+61	RT	4	10	E
DR MLK JR AVE	75+61	LT	4	10	E
DR MLK JR AVE	75+99	LT	5	10	E
DR MLK JR AVE	76+59	RT	4	10	E
DR MLK JR AVE	76+97	RT	4	10	E
DR MLK JR AVE	79+55	RT	4	10	E
DR MLK JR AVE	79+95	RT	12	10	E
DR MLK JR AVE	80+12	LT	4	10	E
DR MLK JR AVE	80+45	LT	4	10	E
DR MLK JR AVE	82+78	RT	4	10	E
DR MLK JR AVE	82+83	LT	4	10	E
DR MLK JR AVE	83+10	LT	8	10	E
DR MLK JR AVE	83+15	RT	8	10	E
DR MLK JR AVE	85+47	LT	12	10	E
DR MLK JR AVE	85+88	LT	4	10	E
DR MLK JR AVE	87+29	RT	4	10	E
DR MLK JR AVE	87+28	LT	3	10	E
DR MLK JR AVE	89+96	LT	4	10	E

REQUIRED CURB RAMP & DETECTABLE WARNING SURFACE

BASELINE	STATION	SIDE	CURB RAMP (SQ YD) (618D-000)	DETECTABLE WARNING SURFACE (SQ FT) (618C-001)	STD OR SPECIAL DWG NO
DR MLK JR AVE	90+35	LT	6	10	E
DR MLK JR AVE	97+08	LT	4	10	E
DR MLK JR AVE	97+43	LT	7	10	E
TOTAL			328	640	

REQUIRED ORNAMENTAL HANDRAIL (517A-004)

BASELINE	STATION	SIDE	LENGTH (LIN FT)	STD OR SPECIAL DWG NO
DR MLK JR AVE	37+27 - 39+56	LT	230	G
DR MLK JR AVE	37+28 - 39+57	RT	230	G
TOTAL			460	

REQUIRED STEEL BEAM GUARDRAIL, CLASS A, TYPE 2 AND END ANCHORS

ITEM NO				630A-001	630C-079	630C-080	
BASELINE	FROM STATION	TO STATION	SIDE	GUARDRAIL CLASS A, TYPE 2 (LIN FT)	GUARDRAIL END ANCHOR TYPE 13 (MASH) (EACH)	GUARDRAIL END ANCHOR TYPE 20 SERIES (MASH) (EACH)	STD OR SPECIAL DWG NO
DR MLK JR AVE	35+70	37+25	RT	80	1	1	A,B,C,D
DR MLK JR AVE	35+70	37+00	LT	80		1	A,B,C,D
DR MLK JR AVE	39+58	41+13	LT	80	1	1	A,B,C,D
DR MLK JR AVE	39+58	41+13	RT	80	1	1	A,B,C,D
TOTALS				320	3	4	

REQUIRED PERMANENT EASEMENT MARKER

ITEM NO			602C-000	
BASELINE	STATION	OFFSET	ROW MARKERS (EACH)	STD OR SPECIAL DWG NO
DR MLK JR AVE	82+50.91	31.06' RT	1	H
DR MLK JR AVE	82+51.00	44.25' RT	1	H
DR MLK JR AVE	82+74.14	65.62' RT	1	H
DR MLK JR AVE	97+43.48	40.00' LT	1	H
DR MLK JR AVE	99+45.48	40.00' LT	1	H
TOTAL			5	

REQUIRED FENCE RESET (637A-000)

BASELINE	STATION	SIDE	LENGTH (LIN FT)
DR MLK JR AVE	65+03 - 65+87	LT	88
DR MLK JR AVE	83+95 - 85+42	LT	160
TOTAL			248

STD OR SPECIAL DWG NO.	
A	GR-630-S
B	GR-630-FD
C	GA-630-13(M)
D	GA-630-20
E	SW-618
F	SHEET 2C
G	SHEET 2K
H	M-602-E
I	SHEET 2L
J	SHEET 2M

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	3F

REQUIRED CURB AND GUTTER

ITEM NO				623A-000	623B-002	623C-003	
BASELINE	FROM STATION	TO STATION	SIDE	CONCRETE GUTTER (LIN FT)	CONCRETE CURB, TYPE A (LIN FT)	COMINATION CURB AND GUTTER, TYPE C (MODIFIED) (LIN FT)	STD OR SPECIAL DWG NO
DR MLK JR AVE	33+23	34+00	RT			77	A
DR MLK JR AVE	34+21	37+04	RT	6		247	A
DR MLK JR AVE	34+11	37+04	LT	6		257	A
DR MLK JR AVE	39+79	43+72	RT	10		372	A
DR MLK JR AVE	39+79	44+85	LT	82		317	A
DELANEY ST	100+40	100+74	RT			34	A
DR MLK JR AVE	44+12	45+10	RT	41		51	A
DR MLK JR AVE	45+10	46+71	RT	66	131		A
DR MLK JR AVE	44+84	47+88	LT	94	227		A
LINCOLN ST	110+79	111+11	RT	5	37		A
DR MLK JR AVE	47+04	48+28	RT		129		A
N LAFAYETTE ST	120+89	121+20	LT	7	20		A
N LAFAYETTE ST	120+88	121+08	RT	6	25		A
BIZZEL AVE	130+19	130+57	RT	5	32		A
DR MLK JR AVE	48+26	50+87	LT	48	229		A
DR MLK JR AVE	48+66	52+68	RT	96	347		A
PATTON AVE	140+29	140+48	LT	6	15		A
PATTON AVE	140+18	140+47	RT	8	22		A
DR MLK JR AVE	51+25	53+76	LT	61	214		A
LEXINGTON AVE	150+57	150+80	LT	7	16		A
LEXINGTON AVE	150+58	150+68	RT	7	6		A
DR MLK JR AVE	53+06	56+21	RT	57	287		A
BELSAW AVE	160+29	160+43	LT	9	10		A
BELSAW AVE	160+17	160+43	RT	11	16		A
DR MLK JR AVE	54+19	56+68	LT	40	229		A
RYLANDS ST	170+51	170+79	LT	9	10		A
RYLANDS ST	170+59	170+70	RT	6	6		A
DR MLK JR AVE	56+54	65+85	RT	99	849		A
ENGLISH ST	180+25	180+34	LT	8	4		A
ENGLISH ST	180+16	180+34	RT	9	10		A
DR MLK JR AVE	57+08	59+65	LT	38	231		A
CEDAR AVE	190+25	190+45	LT	9	18		A
CEDAR AVE	190+14	190+45	RT	11	22		A
DR MLK JR AVE	60+11	62+13	LT	36	160		A
PEACH ST	200+24	200+37	LT		13		A
PEACH ST	200+19	200+37	RT	7	18		A
DR MLK JR AVE	62+56	66+69	LT	86	379		A
DR MLK JR AVE	66+95	71+17	LT	58	386		A
DR MLK JR AVE	66+03	68+60	RT	31	241		A
DR MLK JR AVE	68+86	71+12	RT	53	208		A
TERRILL ST	240+61	240+69	LT		8		A
TERRILL ST	240+62	240+69	RT		7		A
HICKORY ST	250+21	250+35	LT	7	8		A
HICKORY ST	250+23	250+37	RT	6	6		A
DR MLK JR AVE	71+44	75+54	LT	128	355		A
DR MLK JR AVE	71+40	74+39	RT	58	273		A
MARSHALL ALLEY	260+66	260+70	LT		4		A
MARSHALL ALLEY	260+66	260+68	RT		2		A
DR MLK JR AVE	74+58	76+63	RT	35	180		A
PLUM ST	270+19	270+34	LT	8	13		A
PLUM ST	270+19	270+34	RT	8	14		A
DR MLK JR AVE	76+07	80+10	LT	87	362		A
CLAY ST	280+64	280+69	LT		6		A
CLAY ST	280+63	280+69	RT		6		A
DR MLK JR AVE	76+92	79+62	RT	40	248		A
GASTON ST	290+61	290+69	LT		8		A
GASTON ST	290+59	290+67	RT		7		A
MAPLE ST	300+19	300+32	LT	6	10		A
MAPLE ST	300+19	300+31	RT	7	7		A

REQUIRED CURB AND GUTTER

ITEM NO				623A-000	623B-002	623C-003	
BASELINE	FROM STATION	TO STATION	SIDE	CONCRETE GUTTER (LIN FT)	CONCRETE CURB, TYPE A (LIN FT)	COMINATION CURB AND GUTTER, TYPE C (MODIFIED) (LIN FT)	STD OR SPECIAL DWG NO
DR MLK JR AVE	79+89	82+82	RT	57	257		A
DR MLK JR AVE	80+47	82+87	LT	58	207		A
KENNEDY ST	310+65	310+70	LT		5		A
KENNEDY ST	310+64	310+68	RT		3		A
DR EB GOODE DR	320+27	320+34	LT		7		A
DR EB GOODE DR	320+27	320+33	RT		5		A
DR MLK JR AVE	83+11	96+99	RT	158	1268		A
DR MLK JR AVE	83+08	85+53	LT	22	235		A
MONDAY ST	330+35	330+42	LT		8		A
MONDAY ST	330+26	330+41	RT		15		A
DR MLK JR AVE	85+83	90+00	LT	88	369		A
DAVIDSON ST	340+36	340+45	LT		9		A
DAVIDSON ST	340+22	340+45	RT		22		A
DR MLK JR AVE	90+30	97+10	LT	94	630		A
MARMOTTE ST	350+30	350+39	LT	7	4		A
MARMOTTE ST	350+21	350+38	RT	10		17	A
DR MLK JR AVE	96+99	99+34	RT		30	183	A
DR MLK JR AVE	97+41	99+42	LT			173	A
TOTAL				2024	9147	1728	

REQUIRED CLEANING EXISTING PIPE (LESS THAN OR EQUAL 48" HORIZONTAL OPENING) (534E-001)

BASELINE	STATION	SIDE	PIPE SIZE (IN)	LENGTH (LIN FT)
DR MLK JR AVE	29+73	RT	48	479
DR MLK JR AVE	34+51	LT/RT	18	40
DR MLK JR AVE	34+51	RT/LT	48	300
DR MLK JR AVE	42+33	RT/LT	15	44
DR MLK JR AVE	42+33	LT	36	20
DR MLK JR AVE	42+33	LT	12	20
DR MLK JR AVE	42+65	LT	30	555
DELANEY ST	100+33	CL	12	113
DR MLK JR AVE	45+30	LT	6	50
DR MLK JR AVE	45+30	LT	6	50
DR MLK JR AVE	45+30	LT	10	10
DR MLK JR AVE	47+00	LT	6	50
DR MLK JR AVE	47+00	LT	6	50
DR MLK JR AVE	47+00	LT	10	13
LINCOLN ST	110+00	CL	29X18	93
N LAFAYETTE ST	120+43	CL	30	117
N LAFAYETTE ST	120+83	RT	18	30
N LAFAYETTE ST	120+97	RT	10	30
DR MLK JR AVE	48+38	RT	24	485
DR MLK JR AVE	49+00	RT	6	50
DR MLK JR AVE	49+00	RT	6	50
DR MLK JR AVE	49+00	RT/LT	10	41
DR MLK JR AVE	49+00	LT	6	25
DR MLK JR AVE	50+78	RT	6	50
DR MLK JR AVE	50+78	RT/LT	10	41
DR MLK JR AVE	50+78	LT	6	25
LEXINGTON AVE	150+29	CL	18	55
DR MLK JR AVE	53+17	LT/RT	10	41
DR MLK JR AVE	53+17	RT	6	25
DR MLK JR AVE	53+18	LT	4	20
DR MLK JR AVE	53+17	RT	18	337
DR MLK JR AVE	54+83	LT	6	25
DR MLK JR AVE	54+83	LT/RT	10	41
DR MLK JR AVE	54+83	RT	6	25

REQUIRED CLEANING EXISTING PIPE (LESS THAN OR EQUAL 48" HORIZONTAL OPENING) (534E-001)

BASELINE	STATION	SIDE	PIPE SIZE (IN)	LENGTH (LIN FT)
RYLANDS ST	170+35	CL	12	83
DR MLK JR AVE	56+57	RT	15	571
DR MLK JR AVE	56+57	RT	10	4
DR MLK JR AVE	56+57	RT	8	27
ENGLISH ST	180+62	CL	15	111
DR MLK JR AVE	58+43	LT/RT	12	41
DR MLK JR AVE	58+43	RT	8	26
DR MLK JR AVE	58+43	RT	6	33
CEDAR AVE	190+64	CL	15	126
DR MLK JR AVE	60+46	LT	6	50
DR MLK JR AVE	60+46	LT/RT	10	38
DR MLK JR AVE	61+83	LT/RT	10	36
DR MLK JR AVE	61+83	LT	6	15
PEACH ST	200+60	CL	15	138
DR MLK JR AVE	62+30	RT	12	455
DR MLK JR AVE	63+68	LT/RT	12	40
DR MLK JR AVE	63+68	LT	18	20
DR MLK JR AVE	63+68	RT	10	5
DR MLK JR AVE	63+66	RT	12	30
CUBA ST	210+64	CL	12	87
DR MLK JR AVE	66+10	LT	6	40
DR MLK JR AVE	66+10	LT/RT	10	40
LIVE OAK ST	220+58	CL	12	158
DR MLK JR AVE	68+00	RT	15	328
DR MLK JR AVE	68+44	LT/RT	8	37
N ANN ST	230+37	CL	15	50
DR MLK JR AVE	71+00	LT/RT	10	40
TERRIL ST	240+35	CL	12	100
DR MLK JR AVE	71+29	RT	18	409
DR MLK JR AVE	73+17	LT/RT	10	36
DR MLK JR AVE	75+38	RT	24	2385
DR MLK JR AVE	78+00	LT/RT	12	39
DR MLK JR AVE	80+00	LT	6	39
DR MLK JR AVE	80+00	LT/RT	10	47
DR MLK JR AVE	82+70	LT/RT	10	66
DR MLK JR AVE	85+42	RT/LT	15	56
DR MLK JR AVE	85+37	LT	10	47
MONDAY ST	330+66	CL	12	100
DR MLK JR AVE	85+63	LT	18	777
DR MLK JR AVE	87+76	CL	10	42
DR MLK JR AVE	90+48	CL	10	48
DR MLK JR AVE	93+32	LT	12	30
DR MLK JR AVE	93+40	LT	20	645
DR MLK JR AVE	94+89	LT/RT	12	20
DR MLK JR AVE	96+71	RT	10	10
MARMOTTE ST	350+68	LT	12	75
DR MLK JR AVE	97+23	RT	10	10
DR MLK JR AVE	99+35	RT	18	15
DR MLK JR AVE	99+36	RT	29X18	50
TOTAL				11075

REQUIRED CLEANING EXISTING CULVERT (LESS THAN OR EQUAL 48" HORIZONTAL OPENING) (534E-000)

BASELINE	STATION	SIDE	PIPE SIZE (IN)	LENGTH (LIN FT)
DR MLK JR AVE	39+23	LT	CS84	318
TOTAL				318

STD OR SPECIAL DWG NO.
A 623-XY

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4317(250)	2025	3G

REQUIRED TRAFFIC STRIPING, TRAFFIC CONTROL LEGEND, MARKINGS AND MARKERS

LOCATION	CLASS 2, TYPE A							CLASS W, TYPE A			TEMPORARY MARKINGS			REMOVAL		RAISED PAVEMENT MARKERS			MISCELLANEOUS			SPECIAL OR STD DWG NO
	SOLID WHITE TRAFFIC STRIPE (5" WIDE)	SOLID YELLOW TRAFFIC STRIPE (5" WIDE)	DOTTED TRAFFIC STRIPE (5" WIDE)	BROKEN WHITE TRAFFIC STRIPE (5" WIDE)	TRAFFIC CONTROL MARKINGS	SPECIALTY TRAFFIC CONTROL MARKINGS	TRAFFIC CONTROL LEGENDS	SOLID WHITE TRAFFIC STRIPE THICK (5" WIDE)	SOLID YELLOW TRAFFIC STRIPE (5" WIDE)	TRAFFIC CONTROL MARKINGS	BROKEN TEMPORARY TRAFFIC STRIPE	SOLID TEMPORARY TRAFFIC STRIPE	TEMPORARY TRAFFIC CONTROL MARKINGS	SOLID TRAFFIC STRIPE REMOVED (PAINT)	BROKEN TRAFFIC STRIPE REMOVED (PAINT)	CLASS A-H, TYPE 2-C BI WHITE / RED FACE	CLASS A-H, TYPE 2-D BI YELLOW FACE	CLASS A-H, TYPE 2-E BI YELLOW / RED FACE	STONE THERMO SET CROSSWALK TREATMENT	GREEN TRAFFIC CONTROL MARKINGS	CYCLE LANE SEPARATOR, ZEBRA	
	MILE	MILE	LIN FT	LIN FT	SQ FT	SQ FT	SQ FT	LIN FT	LIN FT	SQ FT	LIN FT	MILE	SQ FT	LIN FT	LIN FT	EACH	EACH	EACH	SQ FT	SQ FT	EACH	
	701A-227	701A-230	701B-207	701G-242	703A-002	703H-000	703B-002	701G-145	701G-154	703A-011	701E-010	701C-001	703D-001	701H-000	701H-005	705A-030	705A-037	705A-038	SP-002	SP-003	SP-004	
DR MLK JR AVE	6.60	2.04	7481.37	200.11	2481.87	220.5	67.23	1404	468	21	200.11	10	2481.87	940	470	17	130	39	2156	13918	1480	A,B,C,D,E,F,G,H
DELANEY ST		0.01			163.64	21							163.64				1					A,D,E,G,H
LINCOLN ST	0.01	0.01			138.41	21							138.41				1					A,D,E,G,H
BIZZEL AVE		0.01			89.86	21							89.86				1					A,D,E,G,H
N LAFAYETTE ST	0.03	0.02			131.48	10.5							131.48				2					A,D,E,G,H
PATTON AVE		0.01			152.62	21							152.62				1					A,D,E,G,H
LEXINGTON AVE		0.01			156.81	21							156.81				1					A,D,E,G,H
BELSAW AVE		0.01			152.95	21							152.95				1					A,D,E,G,H
RYLANDS ST		0.01			123.22	21							123.22				1					A,D,E,G,H
ENGLISH ST		0.01			139.88	21							139.88				1					A,D,E,G,H
CEDAR AVE		0.01			138.80	31.5							138.80				1					A,D,E,G,H
PEACH ST		0.01			165.54	42							165.54				1					A,D,E,G,H
CUBA ST		0.00			70.06	21							70.06									A,D,E,G,H
LIVE OAK ST		0.01			124.15	21							124.15				1					A,D,E,G,H
N ANN ST		0.01			139.59	31.5							139.59				1					A,D,E,G,H
TERRILL ST		0.01			123.29	21							123.29				1					A,D,E,G,H
HICKORY ST		0.01			107.99	21							107.99				1					A,D,E,G,H
MARSHALL ALLEY					102.23	21							102.23									A,D,E,G,H
PLUM ST		0.01			123.56	21							123.56				1					A,D,E,G,H
CLAY ST		0.01			137.89	21							137.89				1					A,D,E,G,H
GASTON ST		0.01			165.49	21							165.49				1					A,D,E,G,H
MAPLE ST		0.01			124.31	21							124.31				1					A,D,E,G,H
KENNEDY ST		0.01			124.62	21							124.62				1					A,D,E,G,H
DR EB GOODE DR		0.01			63.89	21							63.89				1					A,D,E,G,H
MONDAY ST		0.01			137.31	21							137.31				1					A,D,E,G,H
DAVIDSON ST		0.01			151.21	21							151.21				1					A,D,E,G,H
MARMOTTE ST		0.01			138.14	10.5							138.14				1					A,D,E,G,H
BROAD ST					66.99								66.99									A,D,E,G,H
TOTAL	7	3	7481	200	5936	788	67	1404	468	21	200	10	5936	940	470	17	146	39	2156	13918	1480	

STD OR SPECIAL DWG NO.	
A	PS-701-6
B	IPS-701-7
C	PS-701-7
D	TCM-703 (2 SHEETS)
E	CW-703
F	PM-705-1
G	PM-705-2
H	PM-705-6

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

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SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	3H

REQUIRED CLASS 4 AND CLASS 10 ROADWAY SIGNS

SIGN ASSEMBLY I.D. NO.	PLAN SHEET NO.	LOCATION	SIDE	NO. OF POSTS	SLOPE (:1)	REQD. ROADWAY SIGN POST (#3 U-CHANNEL, GALVANIZED STEEL OR 2" 14 GA SQUARE TUBULAR STEEL) 710B-021 (LIN FT)	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB UTILITY) 730Y-001 (LS)	D3-1	D11-11	D11-12	M6-2 (LT)	M6-2 (RT)	M6-3	R1-1	R2-1(30)	R3-7R	R8-1(RT)	R10-3	S1-1	W8-1	W11-15	W16-7p	W16-8p	710A-170 CLASS 4, ALUM. FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND) (SQ FT)	710A-180 CLASS 10, ALUM. FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND) (SQ FT)	710A-185 CLASS 10, ALUM. FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND, FLUORESCENT) (SQ FT)	710C-000 REMOVAL OF EXISTING ROADWAY SIGNS (LUMP SUM)	STD OR SPECIAL DWG NO
								STREET NAME SIGN	BIKE ROUTE	PEDESTRIAN ROUTE	MERGE LEFT ARROW	MERGE RIGHT ARROW	STRAIGHT AHEAD ARROW	STOP	SPEED LIMIT 30 MPH	RIGHT LANE MUST TURN RIGHT	ONE WAY RIGHT	PUSH BUTTON FOR GREEN LIGHT	ADVANCED SCHOOL WARNING	BIKE LANE ENDS	BIKE/PEDESTRIAN	ARROW POINTING DOWN LEFT SIDE	AHEAD				
								EXPRESS	BIKE	BIKE	STD	STD	MIN	STD	STD	STD	STD	STD	STD	STD	STD	STD	STD				
								SHS-22/ARX18"	18"X18"	18"X18"	SHS-21	21"X15"	SHS-21	21"X15"	SHS-1	36"X36"	SHS-1	24"X30"	SHS-2	30"X30"	SHS-4	36"X12"	SHS-7	9"X12"	SHS-11	36"X36"	SHS-28	36"X36"	36"X36"	SHS-11	24"X12"	SHS-11	24"X12"					
1	50	DR MLK JR	RT	1	6	14										1									6.25				A,B,C,D,E,H
2	50	DR MLK JR	LT	1	6	14														1					9				A,B,C,D,E,N
3	50	DR MLK JR	RT	1	6		1											1			1	1			9.75		2		A,B,C,D,E,J,K
4	50	DR MLK JR	LT	1	6		1											1			1	1			9.75		2		A,B,C,D,E,J,K
5	52	DELANEY ST	RT	1	6	14		2						1											11	7.46			A,B,C,D,E,F,G,M
6	52	DR MLK JR	RT	1	6	14									1										5				A,B,C,D,E,G
7		OMITTED																											
8	53	LINCOLN ST	RT	1	6	14		2						1											10.5	7.46			A,B,C,D,E,F,G
9	54	PATTON AVE	LT	1	6	14		2						1											10.5	7.46			A,B,C,D,E,F,G
10	54	LEXINGTON AVE	RT	1	6	14		2						1											12	7.46			A,B,C,D,E,F,G
11	54	BELSAW AVE	LT	1	6	14		2						1											11	7.46			A,B,C,D,E,F,G
12	55	RYLANDS ST	RT	1	6	14		2						1											11	7.46			A,B,C,D,E,F,G
13	55	ENGLISH ST	LT	1	6	14		2						1											10.5	7.46			A,B,C,D,E,F,G
14	56	DR MLK JR	LT	1	6	14									1										5				A,B,C,D,E,G
15	55	CUBA ST	RT	1	6	14		2									1								10	3			A,B,C,D,E,I
16	57	DR MLK JR	RT	1	6	14									1										5				A,B,C,D,E,G
17	58	HICKORY ST	LT	1	6	14		2						1											11	7.46			A,B,C,D,E,F,G
18	58	TERRILL ST	RT	1	6	14		2						1											10	7.46			A,B,C,D,E,F,G
19	58	MARSHALL ST	RT	1	6	14		2						1											11	7.46			A,B,C,D,E,F,G
20	58	PLUM ST	LT	1	6	14		1						1											2.5	7.46			A,B,C,D,E,F,G
21	59	CLAY ST	RT	1	6	14		2						1											10	7.46			A,B,C,D,E,F,G
22	59	GASTON ST	RT	1	6	14		2						1											10.5	7.46			A,B,C,D,E,F,G
23	59	MAPLE ST	LT	1	6	14		2						1											10	7.46			A,B,C,D,E,F,G
24	60	DR MLK JR	RT	1	6	14													1					1			8.75		A,B,C,D,E,K
25	60	MONDAY ST	LT	1	6	14		2						1											11	7.46			A,B,C,D,E,F,G
26	61	DR MLK JR	RT	1	6	14													1				1				8.75		A,B,C,D,E,K
27	61	DR MLK JR	LT	1	6	14													1				1				8.75		A,B,C,D,E,K
28	61	DR MLK JR	LT	1	6	14													1					1			8.75		A,B,C,D,E,K
29	61	DAVIDSON ST	LT	1	6	14		2						1											11	7.46			A,B,C,D,E,G
30	62	DR MLK JR	LT	1	6	14									1														A,B,C,D,E,G
31	63	MARMOTTE ST	LT	1	6	14		2						1											11.5	7.46			A,B,C,D,E,F,G
32	63	DR MLK JR	LT	1	6	14			1			1													4.44				A,B,C,D,E,L
33	63	DR MLK JR	RT	1	6	14			1	1	1		1												8.88				A,B,C,D,E,L
34	55	CEDAR AVE	LT	1	6	14		2						1											10	7.46			A,B,C,D,E,G
35	57	LIVE OAK ST	LT	1	6	14		2						1											11.5	7.46			A,B,C,D,E,G
TOTAL						448	2																		270	145	39	1	

STD OR SPECIAL DWG.NO.	
A.	IHS-710-12
B.	IHS-710-13
C.	IHS-710-14
D.	IHS-710-21
E.	IHS-710-23
F.	SL-710
G.	SHS-1
H.	SHS-2
I.	SHS-4
J.	SHS-7
K.	SHS-11
L.	SHS-21
M.	SHS-22
N.	SHS-28

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

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SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4317(280)	2025	3-I

REQUIRED TRAFFIC SIGNAL PAY ITEMS (EQUIPMENT)

LOCATION	METAL TRAFFIC SIGNAL POLE FOUNDATION	METAL TRAFFIC SIGNAL POLE WITH 20 FT MAST ARM	METAL TRAFFIC SIGNAL POLE WITH 25 FT MAST ARM	METAL TRAFFIC SIGNAL POLE WITH 30 FT MAST ARM	METAL TRAFFIC SIGNAL POLE WITH 35 FT MAST ARM	METAL TRAFFIC SIGNAL POLE WITH 40 FT MAST ARMS	METAL TRAFFIC SIGNAL POLE WITH 25 FT AND 40 FT MAST ARMS	METAL TRAFFIC SIGNAL POLE WITH 30 FT AND 35 FT MAST ARMS	TRAFFIC SIGNAL JUNCTION BOX TYPE S1	TRAFFIC SIGNAL JUNCTION BOX TYPE S2	1" NON-METALLIC CONDUIT	2" NON-METALLIC CONDUIT	LUMINAIRE EXTENSION ASSEMBLY, 12 FEET	ILLUMINATED SIGN ASSEMBLY WITH FLASHING BEACON, UTILITY POWERED	VEHICULAR SIGNAL HEAD, 12 INCH, 3 SECTION, TYPE LED	PEDESTRIAN SIGNAL HEAD, TYPE LED	MISCELLANEOUS EQUIPMENT, PEDESTRIAN PUSH BUTTON (APS)	CONTROLLER ASSEMBLY, TYPE NEMA, 8 CHANNELS	ELECTRICAL POWER SERVICE ASSEMBLY WITH WOOD POLE	2" ELECTRICAL CONDUIT, 1 LINE, TYPE 6 INSTALLATION	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	STD OR SPECIAL DWG NO
	730E-000	730F-000	730F-001	730F-002	730F-003	730F-004	730F-005	730F-006	730K-001	730K-002	730L-003	730L-005	730N-000	730O-115	730P-022	730P-100	730Q-001	730R-040	730T-010	756A-020	756A-022	756A-028	
	EACH	EACH	EACH	EACH	EACH	EACH	EACH	EACH	EACH	EACH	LIN FT	LIN FT	EACH	EACH	EACH	EACH	EACH	EACH	EACH	LIN FT	LIN FT	LIN FT	
N LAFAYETTE ST	4				3	1			2	2	104	417	4		8	3	3	1	1	87	87	130	B, C, D, E, H, I, J, K, L
PEACH ST	2						1	1	3	1	24	242	2		8	1	1	1	1		58	52	B, C, D, E, H, I, J, K, L
N ANN ST	3		1	1	1				2	1	30	274	2		6	3	3	1	1			87	B, C, D, E, H, I, J, K, L
KENNEDY ST	5	1	1	1	1			1	3	2	84	353	5	2	8	3	3	1	1		25	102	B, C, D, E, H, I, J, K, L
TOTALS	14	1	2	2	5	1	1	2	10	6	242	1286	13	2	30	10	10	4	4	87	150	386	

TRAFFIC SIGNAL PAY ITEMS (LUMP SUM)

LOCATION	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST)	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ CEDAR AVE)	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ LIVE OAK ST)	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST)	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N LAFAYETTE ST)	RADAR DETECTION SYSTEM (DR MLK JR AVE @ PEACH ST)	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N ANN ST)	RADAR DETECTION SYSTEM (DR MLK JR AVE @ KENNEDY ST)	STD OR SPECIAL DWG NO
	730A-000	730A-001	730A-002	730A-003	730A-004	730A-005	730C-000	730C-001	730C-002	730C-003	730U-400	730U-401	730U-402	730U-403	
	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	
N LAFAYETTE ST	1						1				1				A, F, G, H, I, J, K, L
CEDAR AVE		1													
PEACH ST			1					1				1			A, F, G, H, I, J, K, L
LIVE OAK ST				1											
N ANN ST					1				1				1		A, F, G, H, I, J, K, L
KENNEDY ST						1				1				1	A, F, G, H, I, J, K, L

TRAFFIC SIGNAL PAY ITEMS (LUMP SUM)

LOCATION	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS) (POLE #4)	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES (APS) (POLE #6)	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS) (POLE #4)	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES (APS) (POLE #3)	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS) (POLE #2)	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS) (POLE #4)	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS) (POLE #6)	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS) (POLE #4)	STD OR SPECIAL DWG NO
	730Y-620	730Y-621	730Y-622	730Y-623	730Y-624	730Y-625	730Y-626	730Y-627	
	LS	LS	LS	LS	LS	LS	LS	LS	
N LAFAYETTE ST	1	1							A, F, G, H, I, J, K, L
CEDAR AVE									
PEACH ST			1	1					A, F, G, H, I, J, K, L
LIVE OAK ST									
N ANN ST								1	A, F, G, H, I, J, K, L
KENNEDY ST					1	1	1		A, F, G, H, I, J, K, L

ID 756A-022	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION
SHEET 3J TOTAL	1125 LF
THIS SHEET TOTAL	150 LF
TOTAL	1275 LF

STD OR SPECIAL DWG NO.	
A	T.S.D. - 730 - 1
B	T.S.D. - 730 - 2
C	T.S.D. - 730 - 2A
D	T.S.D. - 730 - 2B
E	T.S.D. - 730 - 4
F	T.S.D. - 730 - 9
G	T.S.D. - 730 - 9A
H	T.S.D. - 730 - 10
I	T.S.D. - 730 - 13
J	T.S.D. - 730 - 14
K	T.S.D. - 730 - 17
L	TSOP NO. 13

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

User: tw-kafalyn.fitzwarn 24-JUL-2025 Plot Scale=1.000000'/1.000000' ACADLDRTABLE.stb ACADLDRTABLE.stb Projects\130374 - Broad Street Phase IV\Project Design\Plans Assembly\003_074_summary.dgn

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(220)	2025	3J

REQUIRED ROADWAY LIGHTING MATERIAL LOCATIONS & QUANTITIES
4" ELECTRICAL CONDUIT 1 LINE, TYPE 5 INSTALLATION
(756A-022) LINEAR FEET

SHEET	LOCATION STA. NO.	LOCATION REFERENCE	QUANTITY	STD OR SPECIAL DWG
260	33+00	DR MLK JR AVE (RIGHT SIDE)	45	S
260	33+61	ACROSS DR MIL JR AVE	55	S
260	34+00	BUTCHERS LN	35	S
262	100+61	DELANEY ST	45	S
263	110+77	LINCOLN ST	30	S
263	130+35	BIZZEL AVE	40	S
263	121+18	N LAFAYETTE ST	70	S
264	140+31	PATTON AVE	30	S
264	150+75	LEXINGTON AVE	55	S
264	53+64	DR MLK JR AVE	60	S
264	160+30	BELSAW AVE	40	S
264	161+30	BELSAW AVE	45	S
265	170+54	RYLANDS ST	30	S
265	180+37	ENGLISH ST	30	S
265	190+29	CEDAR AVE	40	S
266	210+64	CUBA ST	20	S
267	220+37	LIVE OAK ST	30	S
267	230+74	N ANN ST	35	S
267	70+93	DR MLK JR AVE	45	S
268	240+65	TERRILL ST	30	S
268	250+31	HICKORY ST	30	S
268	260+65	MARSHALL ALLEY	25	S
268	270+31	PLUM ST	35	S
269	290+68	GASTON ST	35	S
270	310+63	KENNEDY ST	35	S
270	320+40	DR. E.B. GOODE DR	25	S
270	330+49	MONDAY ST	30	S
271	88+06	DR MLK JR AVE	40	S
271	340+32	DAVIDSON ST	30	S
273	350+48	MARMOTTE ST	30	S
TOTAL			☒ 1125	

SEEDING QUANTITIES SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
652A-100	SEEDING	AC	1
656A-010	MULCHING	AC	1
654A-001	SOLID SODDING (BERMUDA)	AC	3387
652C-000	MOWING	AC	2

REQUIRED EROSION CONTROL SUMMARY

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	STD OR SPECIAL DWG NO
610D-003	FILTER BLANKET, GEOTEXTILE	SQ YD	180	F,G,H,I,J,K,L,M,N,O,P,Q,R
665A-000	TEMPORARY SEEDING	AC	4	
665B-001	TEMPORARY MULCHING	TON	12	
665E-000	POLYETHYLENE	SQ YD	3000	
665G-000	SAND BAGS	EACH	100	
665J-002	SILT FENCE	LIN FT	3100	
665N-000	TEMPORARY COARSE AGGREGATE, ALDOT NUMBER 1	TON	50	
665O-001	SILT FENCE REMOVAL	LIN FT	3100	
665Q-002	WATTLE	LIN FT	4508	
666A-001	PEST CONTROL TREATMENT	AC	2	

REQUIRED DRAINAGE SUMMARY

ENTRY NO	LOCATION STATION	ROADWAY	SIDE	STRUCTURE NO FROM	DRAINAGE SHEET NO PLAN	DRAINAGE SHEET NO SECTION	MANHOLE SPECIAL 821E-000 EACH	MANHOLE CLEANING 534C-000 EACH	INLETS B 821C-001 EACH	INLETS S1OR S3 (1 WING) 821C-015 EACH	INLETS S1OR S3 (2 WING) 821C-017 EACH	INLETS S2 OR S4 (2 WING) 821C-016 EACH	INLETS SPECIAL 821C-030 EACH	INLET UNITS S1 OR S3 821D-015 EACH	INLET UNITS S2 OR S4 821D-016 EACH	SPECIAL OR STD-DWG NUMBER OR MISC DETAIL SHEET NUMBER	ENTRY NO
1	34+50.58	DR MLK JR AVE	LT	1	4	70					1					A,B	1
2	34+51.00	DR MLK JR AVE	RT	2	4	70					1			1		A,B	2
3	42+31.82	DR MLK JR AVE	RT	3	6	70					1			1		A,B	3
4	42+33.93	DR MLK JR AVE	LT	4	6	70						1			1	A,B	4
5	45+31.30	DR MLK JR AVE	LT	5	6	70							1			E	5
6	46+96.91	DR MLK JR AVE	LT	6	7	70							1			E	6
7	47+98.99	DR MLK JR AVE	RT	7	7	71							1			E	7
8	48+34.81	DR MLK JR AVE	RT	7A	7	71							1			E	8
9	49+03.21	DR MLK JR AVE	LT	8	7	71							1			E	9
10	49+04.09	DR MLK JR AVE	RT	9	7	71							1			E	10
11	50+78.76	DR MLK JR AVE	LT	10	8	71							1			E	11
12	50+78.57	DR MLK JR AVE	RT	11	8	71							1			E	12
13	53+14.18	DR MLK JR AVE	LT	12	8	71							1			E	13
14	53+20.70	DR MLK JR AVE	RT	13	8	71							1			E	14
15	54+83.24	DR MLK JR AVE	LT	14	8	72							1			E	15
16	54+82.33	DR MLK JR AVE	RT	15	8	72							1			E	16
17	56+56.88	DR MLK JR AVE	RT	16	9	72							1			E	17
18	57+19.11	DR MLK JR AVE	LT	17	9	72							1			E	18
19	58+44.00	DR MLK JR AVE	LT	18	9	72							1			E	19
20	58+42.83	DR MLK JR AVE	RT	19	9	72							1			E	20
21	60+45.16	DR MLK JR AVE	LT	20	9	73							1			E	21
22	60+82.49	DR MLK JR AVE	RT	21	9	73							1			E	22
23	61+82.95	DR MLK JR AVE	LT	22	10	73							1			E	23
24	63+68.12	DR MLK JR AVE	LT	23	10	73							1			E	24
25	63+62.62	DR MLK JR AVE	RT	24	10	74							1			E	25
26	65+49.96	DR MLK JR AVE	RT	25	10	74							1			E	26
27	66+10.12	DR MLK JR AVE	LT	26	10	74							1			E	27
28	66+56.71	DR MLK JR AVE	RT	27	11	74							1			E	28
29	68+45.52	DR MLK JR AVE	LT	28	11	75							1			E	29
30	68+46.43	DR MLK JR AVE	RT	29	11	75							1			E	30
31	70+96.81	DR MLK JR AVE	RT	30	11	75							1			E	31
32	70+99.50	DR MLK JR AVE	LT	31	11	75							1			E	32
33	73+18.39	DR MLK JR AVE	LT	32	12	75							1			E	33
34	74+22.16	DR MLK JR AVE	RT	33	12	76							1			E	34
35	75+45.98	DR MLK JR AVE	LT	34	12	76							1			E	35
36	75+58.12	DR MLK JR AVE	RT	35	12	76							1			E	36
37	76+48.46	DR MLK JR AVE	RT	36	13	76							1			E	37
38	78+14.79	DR MLK JR AVE	LT	37	13	77							1			E	38
39	79+40.68	DR MLK JR AVE	RT	38	13	77							1			E	39
40	79+97.61	DR MLK JR AVE	LT	39	13	77							1			E	40
41	82+66.29	DR MLK JR AVE	LT	40	14	77							1			E	41
42	82+67.21	DR MLK JR AVE	RT	41	14	78							1			E	42
43	85+36.11	DR MLK JR AVE	LT	42	14	78							1			E	43
44	87+76.59	DR MLK JR AVE	LT	43	15	78							1			E	44
45	87+77.98	DR MLK JR AVE	RT	44	15	78							1			E	45
46	89+84.32	DR MLK JR AVE	LT	45	15	78							1			E	46
47	90+30.10	DR MLK JR AVE	RT	46	15	79							1			E	47
48	90+58.21	DR MLK JR AVE	LT	47	15	79							1			E	48
49	93+24.69	DR MLK JR AVE	LT	48	16	79							1			E	49
50	93+32.75	DR MLK JR AVE	RT	49	16	79							1			E	50
51	94+94.99	DR MLK JR AVE	LT	50	16	79							1			E	51
52	94+91.54	DR MLK JR AVE	RT	51	16	79							1			E	52
53	96+64.64	DR MLK JR AVE	RT	52	17	79							1			E	53
54	97+24.19	DR MLK JR AVE	RT	53	17	80				1						A,B	54
55	99+21.74	DR MLK JR AVE	LT	54	17	80					1					A,B	55
56	99+21.64	DR MLK JR AVE	RT	55	17	80					1					A,B	56
57	97+11.54	DR MLK JR AVE	LT	56	17	81			1							C	57
58	84+88.64	DR MLK JR AVE	RT	57	14	81			1							C	58
59	42+74.34	DR MLK JR AVE	LT	200			1	1								D	59
60	46+02.30	DR MLK JR AVE	LT	201			1	1								D	60
61	59+89.49	DR MLK JR AVE	RT	202			1	1								D	61
62	200+07.89	PEACH ST	RT	203			1	1								D	62
63	82+39.37	DR MLK JR AVE	RT	204			1	1								D	63
64	230+81.74	N ANN ST	LT	205			1	1								D	64
65	240+80.16	TERRILL ST	RT	206			1	1								D	65
66	260+79.85	CLAY ST	RT	207			1	1								D	66
67	330+17.52	MONDAY ST	LT	208			1	1								D	67
68	340+17.12	DAVIDSON ST	LT	209			1	1								D	68
69	83+44.94	DR MLK JR AVE	LT	210			1	1								D	69
TOTAL							11	11	2	1	5	1	49	2	1		

☒ SEE SHEET 3-I FOR TOTAL

STD OR SPECIAL DWG NO.	
A	I-621-S
B	I-621-S (PC) (3 SHEETS)
C	I-621-B
D	MH-621-2
E	SEE SHEET 90
F	ESC-100 (2 SHEETS)
G	ESC-200 (5 SHEETS)
H	ESC-300 (6 SHEETS)
I	ESC-400 (5 SHEETS)
J	ESC-501
K	ESC-502
L	ESC-503
M	ESC-504
N	ESC-505
O	ESC-505 (2 SHEETS)
P	ESC-507
Q	ESC-508
R	ESC-509
S	T.S.D.-730-14

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FALP-4917(250)	2025	3K

REQUIRED WATER MAIN RELOCATION

ID NO.	LOCATION	CEMENT MORTAR FLOWABLE BACKFILL 260A	COPPER SERVICE LINE 641A	P.E. WATER SERVICE LINE LAID 641A	WATER MAIN 641A							D.I. WATER MAIN FITTINGS 641C				FIRE HYDRANT 641D	GATE VALVE w/ BOX 641J				CONCRETE FOR WATER MAINS 641L	RETAINER GLANDS 641M					D.I. ANCHOR TEES 641N							T.V. & S. 641O		SERVICE TAP 641P		WATER METER RESET 641R	VALVE BOX RESET 641S	INSERTION VALVE 641W				CONNECTION TO EXISTING WATER SYSTEM 641X	STEEL ENCASEMENT -TYPE 1 649A
		003	514	540	682	684	744	746	748	752	756	500				500	516	518	522	526	500	510	512	514	518	522	510	520	540	560	520	596	520	530	515	500	504	506	508	516	500	560
		MIX 4	1"	3"	D.I. 6"	D.J. R.J. 8"	PVC 4"	PVC 6"	PVC 8"	PVC 12"	PVC 16"	NO.	DESCRIPTION	UNIT WT.	TOTAL WT.	NEW	6"	8"	12"	16"	THRUST BLOCKS	4"	6"	8"	12"	16"	6"X6"	8"X6"	12"X6"	16"X6"	8"X8"	16"X16"	1"	2"	1"	RESET	4"	6"	8"	16"	ALL SIZES	24"
		CY	L.F.	LF	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.			LBS	LBS	EA.	EA.	EA.	EA.	EA.	CUYD.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA	EA	EA	EA	EA	LF
	CONST																																								
WM-01	16' RT. STA. 29+77								8			1	8" CAP	25	25						0.23			6							1							1			
												2	8" 45 FITTING	55	110						0.46																				
WM-01 to WM-02									98						0																											
WM-02	14' RT. STA. 30+78				23										0	1	1					3	2					1														
WM-02 to WM-03									294						0																											
WM-03	10' RT. STA. 33+71				18										0	1	1					3	2					1														
WM-03 to WM-04									64						0																											
WM-04	11' RT. STA. 34+34					66						6	8" 45 FITTING	55	330						1.38			12																		
WM-04 to WM-05									31						0																											
WM-05	12' RT. STA. 35+30								16			1	8" CAP	25	25						0.23			6							1											
												2	8" 45 FITTING	55	110						0.46																					
WM-06	34' RT. STA. 46+59		53						10			2	8" 45 FITTING	55	110						0.46			4									1		1				1		
WM-06 to WM-07									18						0																											
WM-07	28' RT. STA. 46+83		35												0																		1		1						
WM-07 to WM-08									136						0																											
WM-08	17' RT. STA. 48+17											1	8"x6" TEE	80	80			2			0.23		1	6																		
WM-08A	1' LT. STA. 48+17 CL MLK AVE											4	6" 45 FITTING	36	144						0.52		8																			
WM-08 to WM-09								43							0																											
WM-09	4' RT. STA. 130+27											1	6" 11.25 FITTING	30	30						0.06		2																			
WM-09 to WM-10								25							0																											
WM-10	6' RT. STA. 130+54											2	6" 45 FITTING	36	72						0.26		4																	1		
WM-08 to WM-11									25						0																											
WM-11	16' RT. STA. 48+41											1	6"x6" TEE	80	80		8	2			0.23		4	3																		
												1	8"x6" REDUCER	38	38						0.23																					
WM-11 to WM-12								7							0																											
WM-12	4' RT. STA. 121+22											1	6" 22.5 FITTING	34	34						0.06		2																			
WM-12 to WM-13								44							0																											
WM-13	6' RT. STA. 120+79											2	6" 45 FITTING	36	72						0.26		4																	1		
WM-11 to WM-14								134							0																											
WM-14	9' RT. STA. 49+73 CL MLK AVE		15												0																		1		1						
WM-14 to WM-15								56							0																											
WM-15	8' RT. STA. 50+28 CL MLK AVE		15												0																		1		1						
WM-15 to WM-16								12							0																											
WM-16	8' RT. STA. 50+40 CL MLK AVE								12			2	6" 45 FITTING	36	72						0.26		4																			
WM-16 to WM-17								33							0																											
WM-17	16' RT. STA. 50+80		16												0																		2		2						
WM-17 to WM-18								20							0																											
WM-18	16' RT. STA. 51+00		8												0																		1		1						
WM-18 to WM-19								17							0																											
WM-19	16' RT. STA. 51+14											1	6" TEE	60	60			2			0.13		7																			
WM-19 to WM-20								36							0																											
WM-20	5' RT. STA. 140+19											1	6" 11.25 FITTING	30	30						0.13		2																			
WM-20 to WM-21								26							0																											
WM-21	6' RT. STA. 140+44											2	6" 45 FITTING	36	72						0.26		4																	1		
WM-19 to WM-22								19							0																											
WM-22	16' RT. STA. 51+34		8												0																		1		1						

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

User: lm_katelyn.rivers 24-JUL-2025 11:14 Plot Scale=1.000000'/1.000000' ...\DATA\E66 ...\DATA\E66 Project:E01074 - Broad Street Phase IV\Project Design\Plans Assembly\003_014_summdqn

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4911(290)	2025	3L

REQUIRED WATER MAIN RELOCATION

ID NO.	LOCATION	CEMENT MORTAR FLOWABLE BACKFILL 260A	COPPER SERVICE LINE 641A	P.E. WATER SERVICE LINE LAID 641A	WATER MAIN 641A							D.I. WATER MAIN FITTINGS 641C				FIRE HYDRANT 641D	GATE VALVE w/ BOX 641J				CONCRETE FOR WATER MAINS 641L	RETAINER GLANDS 641M					D.I. ANCHOR TEES 641N						T.V. & S. 641O		SERVICE TAP 641P		WATER METER RESET 641R	VALVE BOX RESET 641S	INSERTION VALVE 641W				CONNECTION TO EXISTING WATER SYSTEM 641X	STEEL ENCASEMENT -TYPE 1 649A
		003	514	540	682	684	744	746	748	752	756	500				500	S16	S18	S22	S26	500	S10	S12	S14	S18	S22	510	520	540	560	520	596	520	530	515	500	S04	S06	S08	S16	500	560
		MIX 4	1"	3"	D.I. 6"	D.I. R.J. PVC 8"	PVC 4"	PVC 6"	PVC 8"	PVC 12"	PVC 16"	NO.	DESCRIPTION	UNIT WT.	TOTAL WT.	NEW	6"	8"	12"	16"	THRUST BLOCKS	4"	6"	8"	12"	16"	6"X6"	8"X6"	12"X6"	16"X6"	8"X8"	16"X16"	1"	2"	1"	RESET	4"	6"	8"	16"	ALL SIZES	24"
		CY	L.F.	LF	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.			LBS	LBS	EA.	EA.	EA.	EA.	EA.	CUYD.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA	EA.	EA.	EA.	EA	LF
WM-22 to WM-23								70							0																									
WM-23	15' RT. STA. 52+03		8												0																	1		1							
WM-23 to WM-24								48							0																									
WM-24	15' RT. STA. 52+51		44												0																	1		1							
WM-24 to WM-25								20							0																									
WM-25	15' RT. STA. 52+70											1	6" TEE	60	60		2				0.13		17																		
												4	6" 45 FITTING	36	144						0.52																				
												1	6" 11.25 FITTING	30	30						0.06																				
WM-25A	15' RT. STA. 53+02											4	6" 45 FITTING	36	144						0.52		8																		
WM-25 to WM-26								20							0																									
WM-26	17' RT. STA. 52+70				11							2	6" 11.25 FITTING	30	60	1	1				0.06		9				1														
WM26 to WM-27								9							0																									
WM-27	14' LT. STA. 150+60														0																						1				
WM-25 to WM-28								124							0																									
WM-28	16' RT. STA. 53+94		9												0																	1		1							
WM-28 to WM-29								12							0																									
WM-29	16' RT. STA. 54+05											1	6" TEE	60	60		2				0.13		9																		
												1	6" 11.25 FITTING	30	30						0.06																				
WM-29 to WM-30								55							0																									
WM-30	0' LT. STA. 160+40											2	6" 45 FITTING	36	72						0.26		4														1				
WM-29 to WM-31								67							0																									
WM-31	16' RT. STA. 54+67		76												0																	2		2							
WM-31 to WM-32								32							0																									
WM-32	15' RT. STA. 55+03		9												0																	1		1							
WM-32 to WM-33								62							0																									
MW-33	15' RT. STA. 55+65		9												0																	1		1							
WM-33 to WM-34								11							0																									
WM-34	15' RT. STA. 55+75		35												0																	1		1							
WM-34 to WM-35								62							0																									
WM-35	15' RT. STA. 56+34							7				1	6" 11.25 FITTING	30	30		2				0.06		9																		
												1	6" TEE	60	60						0.13																				
WM-35 to WM-36								17							0																									
WM-35A	15' RT. STA. 56+46							3				2	6" 45 FITTING	36	72								4																		
WM-36	1' LT. STA. 170+66											1	6"x4" REDUCER	27	27						0.13	1	5														1				
												2	6" 45 FITTING	36	72						0.26																				
WM-35 to WM-37								47							0																									
WM-37	14' RT. STA. 56+89											1	6" TEE	60	60		2				0.13		7													1					
WM-37 to WM-38								41							0																									
WM-38	3' RT. STA. 180+30											2	6" 45 FITTING	36	72						0.26		4																	1	
MW-37 to WM-39								15							0																									
WM-39	14' RT. STA. 57+10				8							2	6" TEE	60	120		2				0.26		10													1					
WM-39 to WM-42								160							0																									
WM-40	14' RT. STA. 57+41		32												0																	1		1							
WM-41	14' RT. STA. 57+87		66												0																	2		2							
WM-42	15' RT. STA. 58+87				19										0	1	1						5				1														
WM-42A	15' RT. STA. 58+92											4	6" 45 FITTING	36	144								8																		

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

User: lee.katelyn.fivecorn 24-JUL-2025 11:14 Plot Scale=1.000000'/1.000000' $$$$CELDRTABLE$$ $$$$DRTABLE$$ Project:e:\351874 - Broad Street Phase IV\Project Design\Plans Assembly\003_874_summary.dgn

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-491(290)	2025	3M

REQUIRED WATER MAIN RELOCATION

ID NO.	LOCATION	CEMENT MORTAR FLOWABLE BACKFILL 260A	COPPER SERVICE LINE 641A	P.E. WATER SERVICE LINE LAID 641A	WATER MAIN 641A							D.I. WATER MAIN FITTINGS 641C				FIRE HYDRANT 641D	GATE VALVE w/ BOX 641J				CONCRETE FOR WATER MAINS 641L	RETAINER GLANDS 641M					D.I. ANCHOR TEES 641N					T.V. & S. 641O		SERVICE TAP 641P		WATER METER RESET 641R	VALVE BOX RESET 641S	INSERTION VALVE 641W				CONNECTION TO EXISTING WATER SYSTEM 641X	STEEL ENCASEMENT -TYPE 1 649A
		003	514	540	682	684	744	746	748	752	756	500				500	516	518	522	526	500	510	512	514	518	522	510	520	540	560	520	596	520	530	515	500	504	506	508	516	500	560
		MIX 4	1"	3"	D.I. 6"	D.I. R.J. 8"	PVC 4"	PVC 6"	PVC 8"	PVC 12"	PVC 16"	NO.	DESCRIPTION	UNIT WT.	TOTAL WT.	NEW	6"	8"	12"	16"	THRUST BLOCKS	4"	6"	8"	12"	16"	6"x90°	8"x 6"	12"x 6"	16"x 6"	8"x 6"	16"x 16"	1"	2"	1"	RESET	4"	6"	8"	16"	ALL SIZES	24"
		CY	L.F.	LF	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.			LBS	LBS	EA.	EA.	EA.	EA.	EA.	CUYD.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	LF
WM-42B	15' RT. STA. 59+90				15											1	1						5				1														
WM-42 to WM-43								125							0																									
WM-43	12' RT. STA. 60+08							11				1	6" CROSS	80	80		2				0.13		20													1					
												2	6" 22.5 FITTING	34	68						0.12																				
												4	6" 45 FITTING	36	144						0.52																				
WM-43 to WM-44								56							0																										
WM-44	5' RT. STA. 190+31							48							0																						1				
WM-43 to WM-45								9							0																										
WM-45	29' RT. STA. 60+13														0																				1					1	
WM-43 to WM-46								71							0																										
WM-46	14' RT. STA. 60+82		32																														1		1						
WM-46 to WM-47								148							0																										
WM-47	14' RT. STA. 62+35											1	6" TEE	60	60		2				0.13		11																		
												2	6" 45 FITTING	36	72						0.26																				
WM-47 to WM-48								48							0																										
WM-48	8' RT. STA. 200+37											2	6" 45 FITTING	36	72						0.26		4													1					1	
WM-47 to WM-49								153							0																										
WM-49	13' RT. STA. 63+88				14										0	1	1						5				1														
WM-49 to WM-50								119							0																										
WM-50	11' RT. STA. 65+06		33												0																		1		1						
WM-50 to WM-51								59							0																										
WM-51	11' RT. STA. 65+65		62												0																		2		2						
WM-51 to WM-52								22							0																										
WM-52	11' RT. STA. 65+87		31												0																		1		1						
WM-52 to WM-53								4							0																										
WM-53	11' RT. STA. 65+95											1	6" TEE	60	60		2				0.13		7																		
WM-53 to WM-54								16							0																										
WM-54	1' RT. STA. 120+67											1	6" CAP	17	17		1				0.13		7											1							
												2	6" 45 FITTING	36	72						0.26																				
WM-53 to WM-55								93							0																										
WM-55	10' RT. STA. 65+88											1	6" TEE	60	60		2				0.13		7																		
WM-55 to WM-56								40							0																										
WM-56	5' RT. STA. 220+31											2	6" 45 FITTING	36	72		1				0.26	1	7																		1	
												1	6"x4" REDUCER	27	27						0.13																				
WM-55 to WM-57								49							0																										
WM-57	9' RT. STA. 67+41 CL MLK AVE		13												0																		1		1						
WM-57 to WM-59								141							0																										
WM-58	8' RT. STA. 68+45 CL MLK AVE		59												0																		2		2						
WM-59	8' RT. STA. 68+82 CL MLK AVE											1	6" TEE	60	60		2				0.13		7																		
WM-59 to WM-60								24							0																										
WM-60	10' RT. STA. 230+65											2	6" 45 FITTING	36	72						0.26		4														1				
WM-59 to WM-61								78							0																										
WM-61	9' RT. STA. 69+63 CL MLK AVE		13												0																		1		1						
WM-61 to WM-62								37							0																										
WM-62	9' RT. STA. 70+00 CL MLK AVE		28												0																		1		1						
WM-62 to WM-63								129							0																										
WM-63	9' RT. STA. 71+10 CL MLK AVE											1	6" CROSS	80	80		2				0.13		20																		
												6	6" 45 FITTING	36	216						0.78																				

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

CITY OF MOBILE

NOT TO SCALE

SHEET TITLE: SUMMARY OF QUANTITIES

ROUTE: DR. MLK JR AVENUE

User Id: katelyn.finnorn 24-JUL-2025 11:15 Plot Scale=1.000000'/1.000000' $$$$ACLDRTABLE.tbl $$$$DRTABLE.tbl Project:#301074 - Broad Street Phase IV\Project Design\Plans Assembly\003_074_summdqn

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-491(250)	2025	3N

REQUIRED WATER MAIN RELOCATION

ID NO.	LOCATION	CEMENT MORTAR FLOWABLE BACKFILL 260A	COPPER SERVICE LINE 641A	P.E. WATER SERVICE LINE LAID 641A	WATER MAIN 641A							D.I. WATER MAIN FITTINGS 641C				FIRE HYDRANT 641D	GATE VALVE w/ BOX 641J				CONCRETE FOR WATER MAINS 641L	RETAINER GLANDS 641M					D.I. ANCHOR TEES 641N						T.V. & S. 641O		SERVICE TAP 641P		WATER METER RESET 641R	VALVE BOX RESET 641S	INSERTION VALVE 641W				CONNECTION TO EXISTING WATER SYSTEM 641X	STEEL ENCASEMENT -TYPE1 649A
		003	514	540	682	684	744	746	748	752	756	S00				S00	S16	S18	S22	S26	S00	S10	S12	S14	S18	S22	S10	S20	S40	S60	S20	S96	S20	S30	S15	S00	S04	S06	S08	S16	S00	S60
		MIX 4	1"	3"	D.I. 6"	D.I. R.J. 8"	PVC 4"	PVC 6"	PVC 8"	PVC 12"	PVC 16"	NO.	DESCRIPTION	UNIT WT.	TOTAL WT.	NEW	6"	8"	12"	16"	THRUST BLOCKS	4"	6"	8"	12"	16"	6"X6"	8"X6"	12"X6"	16"X6"	8"X8"	16"X16"	1"	2"	1"	RESET	4"	6"	8"	16"	ALL SIZES	24"
		CY	L.F.	LF	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.			LBS	LBS	EA.	EA.	EA.	EA.	EA.	CUYD.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA	LF
WM-63 to WM-64								38							0																										
WM-64	2' RT. STA. 250+28											1	6" CAP	17	17		1				0.13												1									
WM-63 to WM-65								25							0																										
WM-65	9' RT. STA. 71+10 CL MLK AVE											2	6" 45 FITTING	36	72		1				0.26		6												1					1		
WM-63 to WM-66								65							0																										
WM-66	7' RT. STA. 240+70		27												0																		1		1						
WM-66 to WM-67								71							0																										
WM-67	9' RT. STA. 72+02 CL MLK AVE		16												0																		1		1						
WM-67 to WM-68								37							0																										
WM-68	9' RT. STA. 73+08 CL MLK AVE		30												0																		1		1						
WM-68 to WM-69								53							0																										
WM-69	9' RT. STA. 73+61 CL MLK AVE		30												0																		1		1						
WM-69 to WM-70								23							0																										
WM-70	9' RT. STA. 73+83 CL MLK AVE		30												0																		1		1						
WM-70 to WM-71								19							0																										
WM-71	9' RT. STA. 74+02 CL MLK AVE		14												0																		1		1						
WM-71 to WM-72								49							0																										
WM-72	10' RT. STA. 74+55											1	6" TEE	60	60		2				0.13		7																			
WM-72 to WM-73								24							0																										
WM-73	6' RT. STA. 260+68											2	6" 45 FITTING	36	72						0.26		4												1		1					
WM-72 to WM-74								104							0																										
WM-74	10' RT. STA. 75+67											1	6" TEE	60	60		2				0.13		7																			
WM-74A	10' RT. STA. 75+91											2	6" 45 FITTING	36	72						0.26		4																			
WM-74 to WM-75								39							0																										
WM-75	25' RT. STA. 270+26											2	6" 45 FITTING	36	72						0.26		4														1					
WM-74 to WM-76								76							0																										
WM-76	9' RT. STA. 76+51 CL MLK AVE				12										0	1	1					5				1															
WM-76 to WM-78								26							0																										
WM-77	9' RT. STA. 76+53 CL MLK AVE		30												0																		1		1						
WM-78	9' RT. STA. 76+84 CL MLK AVE											1	6" TEE	60	60		2				0.13		7																			
WM-79	7' RT. STA. 280+70														0																						1					
WM-78 to WM-79								34							0																										
WM-78A	7' RT. STA. 280+66											6	6" 45 FITTING	36	216						0.78		12																			
WM-78 to WM-80								190							0																										
WM-80	9' RT. STA. 78+79 CL MLK AVE		38												0																		1		1						
WM-80 to WM-81								60							0																										
WM-81	9' RT. STA. 79+39 CL MLK AVE		38												0																		1		1						
WM-81 to WM-82								39							0																										
WM-82	9' RT. STA. 79+89 CL MLK AVE											1	6" TEE	60	60		2				0.13		7																			
WM-82 to WM-83								21							0																										
WM-83	5' RT. STA. 290+63				12							2	6" 45 FITTING	36	72	1	1				0.26		9				1										1					
WM-82 to WM-84								47							0																										
WM-84	9' RT. STA. 80+36 CL MLK AVE											1	6" TEE	60	60		1				0.13		9																			
												2	6" 45 FITTING	36	72						0.26																					
WM-84A												4	6" 45 FITTING	36	144						0.52		8																			
WM-84 to WM-85								39							0																										

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	3-0

REQUIRED WATER MAIN RELOCATION

ID NO.	LOCATION	CEMENT MORTAR FLOWABLE BACKFILL 260A	COPPER SERVICE LINE 641A	P.E. WATER SERVICE LINE LAID 641A	WATER MAIN 641A							D.I. WATER MAIN FITTINGS 641C				FIRE HYDRANT 641D	GATE VALVE W/ BOX 641J				CONCRETE FOR WATER MAINS 641L	RETAINER GLANDS 641M					D.I. ANCHOR TEES 641N					T.V. & S. 641O		SERVICE TAP 641P		WATER METER RESET 641R	VALVE BOX RESET 641S	INSERTION VALVE 641W				CONNECTION TO EXISTING WATER SYSTEM 641X	STEEL ENCASEMENT -TYPE 1 649A
		003	514	540	682	684	744	746	748	752	756	500				500	516	518	522	526	500	510	512	514	518	522	510	520	540	560	520	596	520	530	515	500	504	506	508	516	500	560
		MIX 4	1"	3"	D.I. 6"	D.I. RJ. 8"	PVC 4"	PVC 6"	PVC 8"	PVC 12"	PVC 16"	NO.	DESCRIPTION	UNIT WT.	TOTAL WT.	NEW	6"	8"	12"	16"	THRUST BLOCKS	4"	6"	8"	12"	16"	6"X6" *	8"X6" *	12"X6" *	16"X6" *	8"X8" *	16"X16" *	1"	2"	1"	RESET	4"	6"	8"	16"	ALL SIZES	24"
		CY	L.F.	LF	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.			LBS	LBS	EA.	EA.	EA.	EA.	EA.	CUYD.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	LF
WM-85	7' RT. STA. 300+32											2	6" 45 FITTING	36	72						0.26		4															1				
WM-84 to WM-86								132							0																										
WM-86	11' RT. STA. 81+73		32												0						0.00											1		1							
WM-86A												2	6" 45 FITTING	36	72						0.26		4																		
WM-86 to WM-87								134							0																										
WM-87	14' RT. STA. 82+98											2	16"x6" REDUCER	132	264		1			1	1.78		4			8																
												1	16" CROSS	410	410						0.89																				
WM-87A	3' LT. STA. 83+01 CL MLK AVE											2	6" 45 FITTING	36	72						0.26		4																		
WM-87 to WM-88								39							0																										
WM-88	31' LT. STA. 83+01											1	6" CAP	17	17		1				0.13		3																		
WM-87 to WM-89											17				0																										
WM-89	4' RT. STA. 310+68											2	16" 45 FITTING	36	72						1.78					7						1					1		1		
												1	16" CAP	92	92						0.89																				
WM-87 to WM-90											50				0																										
WM-90	13' RT. STA. 83+63		33												0																	1		1							
WM-90B	13' RT. STA. 84+30				15											1	1						3			2				1										
WM-90A												4	16" 45 FITTING	202	808						3.56					8															
WM-90 to WM-91											200				0																										
WM-91	13' RT. STA. 85+63											1	16"x6" TEE	229	229					2	0.89		1			6															
WM-91A												4	16" 45 FITTING	202	808						3.56					8															
WM-92	8' RT. STA. 330+18											1	6" 11.25 FITTING	30	30						0.06		10														1				
												4	6" 45 FITTING	36	144						0.52																				
WM-91 to WM-93											221				0																										
WM-93	15' RT. STA. 87+92		35									4	16" 45 FITTING	202	808						3.56					8							1		1						
WM-93 to WM-94											9				0																										
WM-94	15' RT. STA. 88+04				13			15				1	16"x6" TEE	229	229	1	2				0.89		8			2	1														
WM-94A	15' RT. STA. 89+91											2	16" 45 FITTING	202	404						1.78					4															
WM-94 to WM-95											208				0																										
WM-95	15' RT. STA. 90+16											1	16" TEE	323	323				1	1	0.89				13	6															
												1	16"x12" REDUCER	125	125						0.89																				
												5	12" 45 FITTING	111	555						2.50																				
WM-95 to WM-96											15				0																										
WM-96	5' RT. STA. 340+06											1	16" 11.25 FITTING	158	158						0.33					15						1									
												1	16" CAP	92	92						0.89																				
												6	16" 45 FITTING	202	1212						5.34																				
WM-95 to WM-97										168					0																										
WM-97	2' RT. STA. 90+42 CL MLK AVE											1	12" 45 FITTING	111	111						0.50				2																
WM-97 to WM-98									45						0																										
WM-98	2' RT. STA. 90+87 CL MLK AVE							19				1	12"x6" TEE	115	115						0.50		1		2											1					
WM-98 to WM-99									9						0																										
WM-99	2' RT. STA. 90+97 CL MLK AVE							23				1	12"x6" TEE	115	115						0.50		1		2											1					
WM-99 to WM-100									4						0																										
WM-100	2' RT. STA. 91+03 CL MLK AVE				27										0	1	1						3		2				1												
WM-100 to WM-101										260					0																										
WM-101	3' RT. STA. 93+68 CL MLK AVE				10							1	12"x6" TEE	115	115	1	1		2		0.50		6		6		1														
WM-101 to WM-102								23							0																										
WM-102	13' RT. STA. 93+68											4	6" 45 FITTING	36	144						0.52		8														1				
WM-101 to WM-103										283					0																										

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

User Id: katelyn.fravorn 24-JUL-2025 11:15 Plot Scale=1.000000x1.000000 Projection=NAD83 ... Project=[2501014 - Broad Street Phase IV\Project Design\Plans Assembly\003_SOY_Calculation

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	3P

REQUIRED WATER MAIN RELOCATION

ID NO.	LOCATION	CEMENT MORTAR FLOWABLE BACKFILL 260A	COPPER SERVICE LINE 641A	P.E. WATER SERVICE LINE LAID 641A	WATER MAIN 641A							D.I. WATER MAIN FITTINGS 641C				FIRE HYDRANT 641D	GATE VALVE w/ BOX 641J				CONCRETE FOR WATER MAINS 641L	RETAINER GLANDS 641M					D.I. ANCHOR TEES 641N					T.V. & S. 641O		SERVICE TAP 641P		WATER METER RESET 641R	VALVE BOX RESET 641S	INSERTION VALVE 641W				CONNECTION TO EXISTING WATER SYSTEM 641X	STEEL ENCASEMENT -TYPE 1 649A
		003	514	540	682	684	744	746	748	752	756	500				500	516	518	522	526	500	510	512	514	518	522	510	520	540	560	520	596	520	530	515	500	504	506	508	516	500	560
		MIX 4	1"	3"	D.I. 6"	D.I. R.J. 8"	PVC 4"	PVC 6"	PVC 8"	PVC 12"	PVC 16"	NO.	DESCRIPTION	UNIT WT.	TOTAL WT.	NEW	6"	8"	12"	16"	THRUST BLOCKS	4"	6"	8"	12"	16"	6"x6" 90°*	8"x8" 90°*	12"x6" 45°*	16"x6" 45°*	8"x8" 45°*	16"x6" 45°*	1"	2"	1"	RESET	4"	6"	8"	16"	ALL SIZES	24"
		CY	L.F.	LF	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.			LBS	LBS	EA.	EA.	EA.	EA.	EA.	CUYD.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	LF
WM-103	3' RT. STA. 96+59 CL MLK AVE		32				32					1	12"x4" TEE	100	100						0.50	1			2								1									
WM-103 to WM-104										12					0																										
WM-104	3' RT. STA. 96+66 CL MLK AVE				16										0	1	1						3		2					1											
WM-104 to WM-105										59					0																										
WM-105	4' RT. STA. 97+30 CL MLK AVE											1	12"x6" TEE	115	115				2		0.50		3		14																	
												1	6" 11.25 FITTING	30	30						0.06																					
												4	12" 45 FITTING	111	444						2.00																					
WM-105 to WM-106								29							0																										
WM-106	6' LT. STA. 97+28 CL MLK AVE											4	6" 45 FITTING	36	144						0.52		8														1				
WM-105 to WM-107										176					0																										
WM-107	4' RT. STA. 98+90 CL MLK AVE									4		2	12" 45 FITTING	111	222						1.00				5										1					1		
												1	12" CAP	44	44						0.50																					
LIMITS OF CONSTRUCTION		115		150											0																				1						
TOTAL		115	1094	150	213	66	32	4339	700	1020	774	194			13787	13	61	4	5	4	56	3	414	41	50	74	8	2	2	1	2	2	43	1	42	10	1	16	2	1	6	20

REQUIRED SANITARY SEWER RELOCATION

ID NO.	LOCATION	MANHOLE FRAME AND COVER RESET 645K	PVC STACKS AND LATERALS 645E	REMARKS
		500	524	
			6"	
		EA	LF	
	CONST			
SS-01	17' LT. STA. 41+03	1		
SS-02	24' RT. STA. 41+37 CL MLK AVE	1		
SS-03	19' LT. STA. 43+09	1		
SS-04	28' RT. STA. 43+91 CL MLK AVE	1		
SS-05	10' LT. STA. 47+31	1		
SS-06	8' LT. STA. 47+69	1		
SS-07	14' LT. STA. 120+95 CL N	1		
SS-08	15' LT. STA. 52+88	1		
SS-09	16' LT. STA. 56+19	1		
SS-10	14' LT. STA. 56+95	1		
SS-11	13' LT. STA. 58+03	1		
SS-12	14' LT. STA. 60+01	1		
SS-13	13' LT. STA. 62+27	1		
SS-14	8' LT. STA. 66+80	1		
SS-15	7' LT. STA. 71+28	1		
SS-16	9' LT. STA. 75+77	1		
SS-17	9' LT. STA. 80+27	1		

REQUIRED SANITARY SEWER RELOCATION

ID NO.	LOCATION	MANHOLE FRAME AND COVER RESET 645K	PVC STACKS AND LATERALS 645E	REMARKS
		500	524	
			6"	
		EA	LF	
	CONST			
SS-18	5' LT. STA. 82+96	1		
SS-19	5' LT. STA. 84+32	1		
SS-20	7' LT. STA. 85+74	1		
SS-21	8' LT. STA. 87+59	1		
SS-22	10' RT. STA. 87+99 CL MLK AVE	1		
SS-23	9' RT. STA. 90+23	1		
SS-24	8' RT. STA. 93+54	1		
SS-25	13' RT. STA. 93+98 CL MLK AVE	1		
SS-26	28' RT. STA. 95+98 CL MLK AVE	1		
SS-27	15' RT. STA. 96+91 CL MLK AVE	1		
SS-28	24' RT. STA. 96+98 CL MLK AVE	1		
SS-29	9' RT. STA. 97+38	1		
SS-30	7' LT. STA. 99+23	1		
LIMITS OF CONSTRUCTION			300	
TOTAL		30	300	

REQUIRED LIGHTING CONTROL CENTER (750I-015) EACH LOGO = LCC

ITEM	QUANTITY	LOCATION			STD OR SPECIAL
		STA. NO.	REFERENCE	SHEET	
LCC-A	1	33+76	DR MLK JR AVE	245	B, C
LCC-B	1	160+55	BELSAW AVE	249	B, C
LCC-C	1	250+39	HICKORY ST	253	B, C
LCC-D	1	330+35	MONDAY ST	255	B, C
TOTAL	4				

REQUIRED LIGHTING CONDUCTORS AND CONDUIT

	CONDUCTORS		CONDUIT	
	#6 AWG	#2 AWG	1 1/4" RNC	2" RNC
	750F-024	750F-026	750E-113	750E-115
TOTAL	40500	700	13500	230

REQUIRED TYPE 1 JUNCTION BOX (750D-200) EACH LOGO = STREET LIGHTING

SHEET	BOX NO.	SIZE	STD OR SPECIAL
245	JB-1	11"x 18"x12"	A
245	JB-2	11"x 18"x12"	A
249	JB-3	11"x 18"x12"	A
249	JB-4	11"x 18"x12"	A
252	JB-5	11"x 18"x12"	A
252	JB-6	11"x 18"x12"	A
256	JB-7	11"x 18"x12"	A
256	JB-8	11"x 18"x12"	A
TOTAL	8		

STD OR SPECIAL	DWG NO.
A	RLD-006
B	RLD-002
C	RLD-003

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

CITY OF MOBILE

NOT TO SCALE

SHEET TITLE	ROUTE
SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4912(250)	2025	30

BID ALTERNATE QUANTITIES

REQUIRED TYPE 4 JUNCTION BOX (750D-203) EACH LOGO = FIBER

SHEET	BOX NO.	SIZE	STD OR SPECIAL
420	JB-9	24"x 35.6"x 30"	A
420	JB-10	24"x 35.6"x 30"	A
420	JB-11	24"x 35.6"x 30"	A
421	JB-12	24"x 35.6"x 30"	A
421	JB-13	24"x 35.6"x 30"	A
422	JB-14	24"x 35.6"x 30"	A
423	JB-15	24"x 35.6"x 30"	A
423	JB-16	24"x 35.6"x 30"	A
424	JB-17	24"x 35.6"x 30"	A
424	JB-18	24"x 35.6"x 30"	A
424	JB-19	24"x 35.6"x 30"	A
424	JB-20	24"x 35.6"x 30"	A
425	JB-21	24"x 35.6"x 30"	A
425	JB-22	24"x 35.6"x 30"	A
425	JB-23	24"x 35.6"x 30"	A
425	JB-24	24"x 35.6"x 30"	A
426	JB-25	24"x 35.6"x 30"	A
426	JB-26	24"x 35.6"x 30"	A
426	JB-27	24"x 35.6"x 30"	A
427	JB-28	24"x 35.6"x 30"	A
427	JB-29	24"x 35.6"x 30"	A
427	JB-30	24"x 35.6"x 30"	A
428	JB-31	24"x 35.6"x 30"	A
428	JB-32	24"x 35.6"x 30"	A
428	JB-33	24"x 35.6"x 30"	A
428	JB-34	24"x 35.6"x 30"	A
429	JB-35	24"x 35.6"x 30"	A
429	JB-36	24"x 35.6"x 30"	A
429	JB-37	24"x 35.6"x 30"	A
429	JB-38	24"x 35.6"x 30"	A
430	JB-39	24"x 35.6"x 30"	A
430	JB-40	24"x 35.6"x 30"	A
430	JB-41	24"x 35.6"x 30"	A
430	JB-42	24"x 35.6"x 30"	A
431	JB-43	24"x 35.6"x 30"	A
431	JB-44	24"x 35.6"x 30"	A
431	JB-45	24"x 35.6"x 30"	A
432	JB-46	24"x 35.6"x 30"	A
433	JB-47	24"x 35.6"x 30"	A
433	JB-48	24"x 35.6"x 30"	A
433	JB-49	24"x 35.6"x 30"	A
TOTAL	41		

REQUIRED CONDUIT FOR FUTURE USE MATERIAL LOCATIONS & QUANTITIES 4" ELECTRICAL CONDUIT 1 LINE, TYPE 5 INSTALLATION (756A-022) LINEAR FEET

SHEET	LOCATION		QUANTITY	STD OR SPECIAL DWG
	STA. NO.	REFERENCE		
420	34+00	BUTCHERS LN.	39	B
423	48+00	BIZZEL AVE.	39	B
424	51+00	PATTON AVE.	35	B
424	54+00	BELSAW AVE.	34	B
425	57+00	ENGLISH ST.	38	B
425	60+00	CEDAR AVE.	50	B
426	62+20	PEACH ST.	37	B
427	66+60	LIVE OAK ST.	53	B
428	71+20	HICKORY ST.	50	B
428	75+60	PLUM ST.	62	B
429	80+20	MAPLE ST.	38	B
430	83+00	DR EB GOODE DR.	21	B
430	85+70	MONDAY ST.	44	B
431	90+10	DAVIDSON ST.	52	B
433	97+25	MARMOTTE ST.	33	B
TOTAL			625	

REQUIRED CONDUIT FOR FUTURE USE

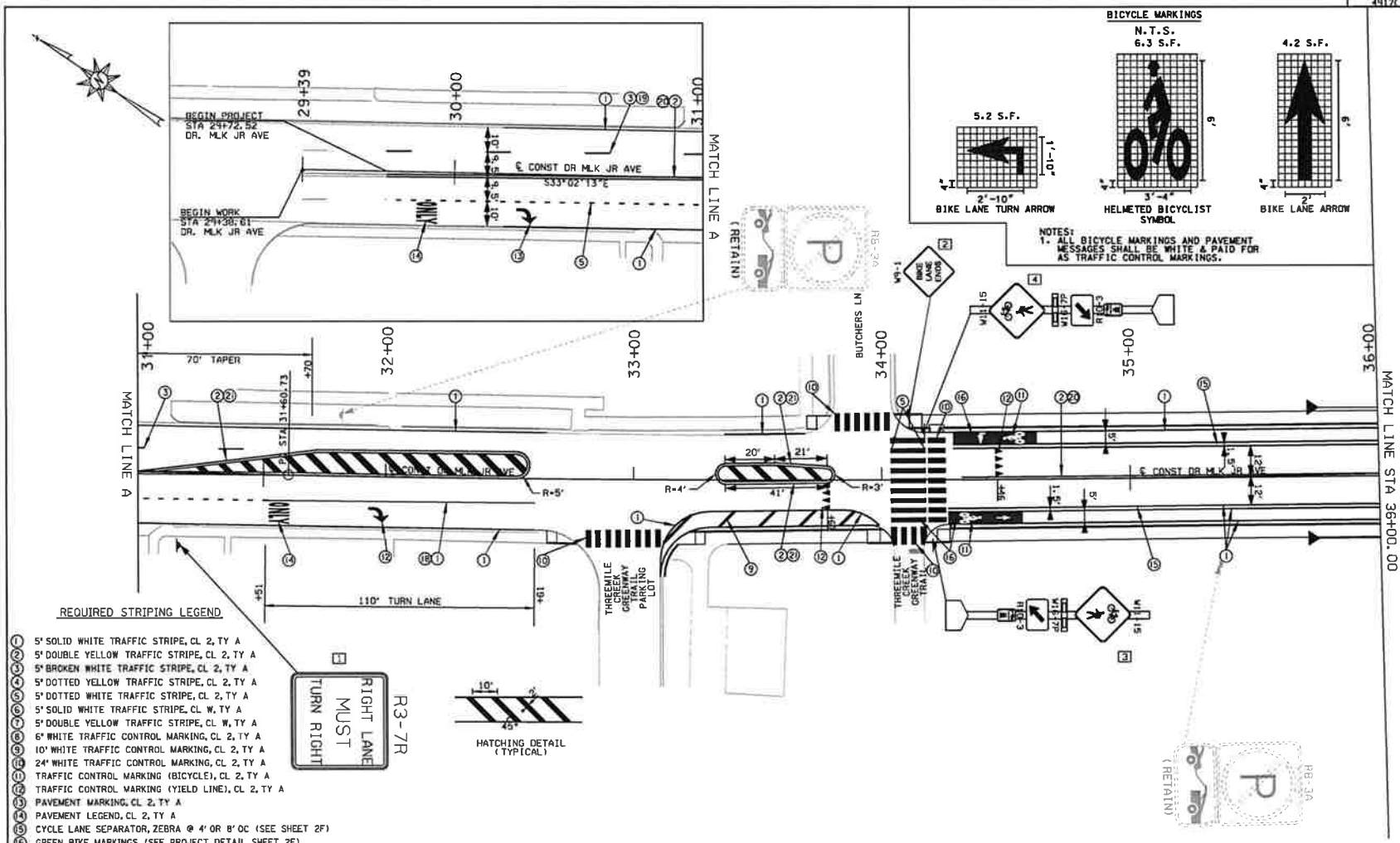
	CONDUIT	
	2" METALLIC CONDUIT	2" NON-METALLIC CONDUIT
	730L-004	730L-005
TOTAL	240	6136

STD OR SPECIAL DWG NO.	
A	SEE SHEET 436
B	T.S.D.-730-14

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			SUMMARY OF QUANTITIES	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FALP-4917(250)	2025	50



REQUIRED STRIPING LEGEND

1. 5" SOLID WHITE TRAFFIC STRIPE, CL 2, TY A
2. 5" DOUBLE YELLOW TRAFFIC STRIPE, CL 2, TY A
3. 5" BROKEN WHITE TRAFFIC STRIPE, CL 2, TY A
4. 5" DOTTED YELLOW TRAFFIC STRIPE, CL 2, TY A
5. 5" DOTTED WHITE TRAFFIC STRIPE, CL 2, TY A
6. 5" SOLID WHITE TRAFFIC STRIPE, CL W, TY A
7. 5" DOUBLE YELLOW TRAFFIC STRIPE, CL W, TY A
8. 6" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
9. 10' WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
10. 24" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
11. TRAFFIC CONTROL MARKING (BICYCLE), CL 2, TY A
12. TRAFFIC CONTROL MARKING (YIELD LINE), CL 2, TY A
13. PAVEMENT MARKING, CL 2, TY A
14. PAVEMENT LEGEND, CL 2, TY A
15. CYCLE LANE SEPARATOR, ZEBRA @ 4' OR 8' OC (SEE SHEET 2F)
16. GREEN BIKE MARKINGS (SEE PROJECT DETAIL SHEET 2E)
17. STONE THERMO-SET MARKINGS (SEE PROJECT DETAIL SHEET 2F)
18. CL A-H TY 2C RPM @ 20' OC
19. CL A-H TY 2C RPM @ 80' OC
20. CL A-H TY 2D RPM @ 40' OC
21. CL A-H TY 2E RPM @ 6' OC
22. TRAFFIC CONTROL MARKING (BICYCLE), CL W, TY A

NOTE: ONGOING COORDINATION WITH THREE MILE CREEK GREENWAY TRAIL PROJECT, SEGMENT 7N.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

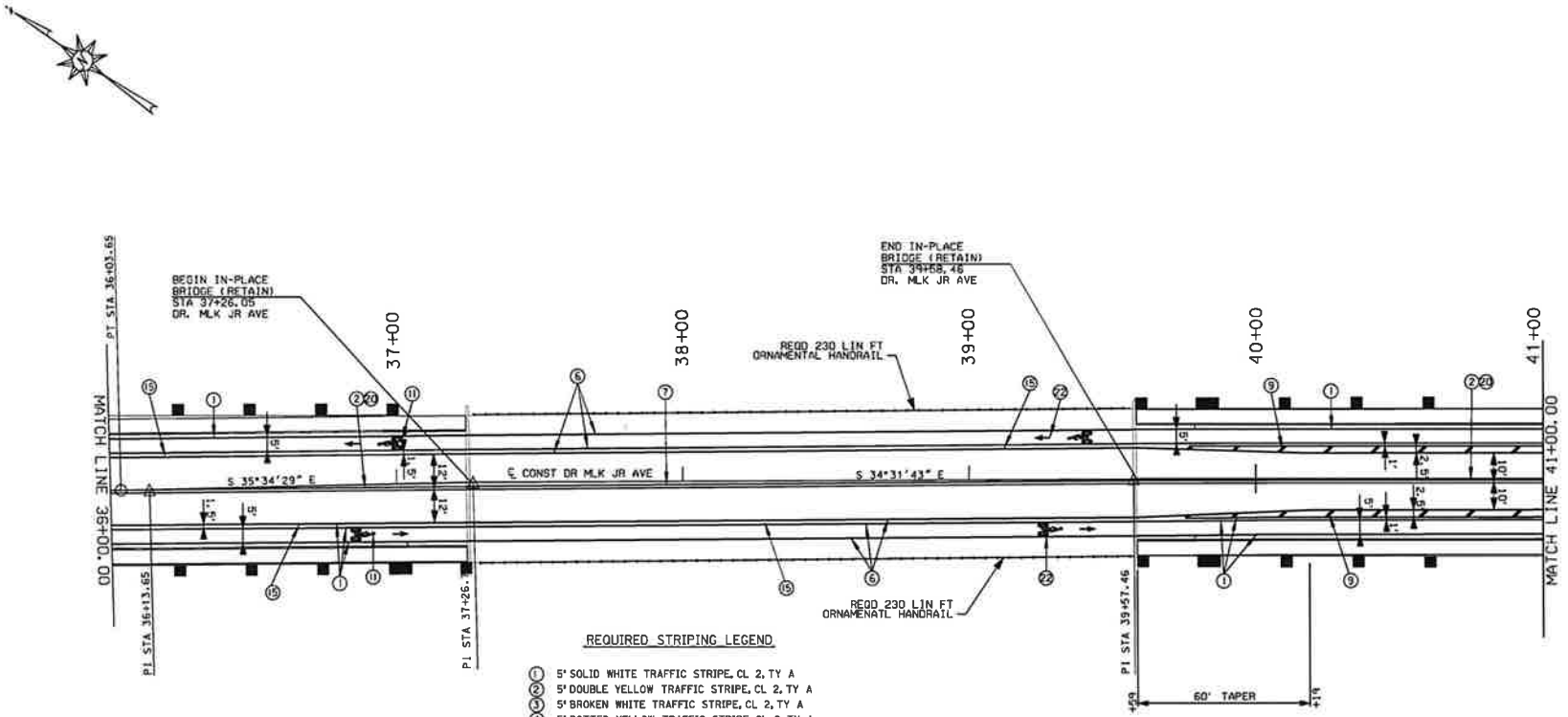
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(290)	2025	51



REQUIRED STRIPING LEGEND

1. 5' SOLID WHITE TRAFFIC STRIPE, CL 2, TY A
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3. 5' BROKEN WHITE TRAFFIC STRIPE, CL 2, TY A
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21. CL A-H TY 2E RPM @ 6' OC
22. TRAFFIC CONTROL MARKING (BICYCLE), CL W, TY A

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

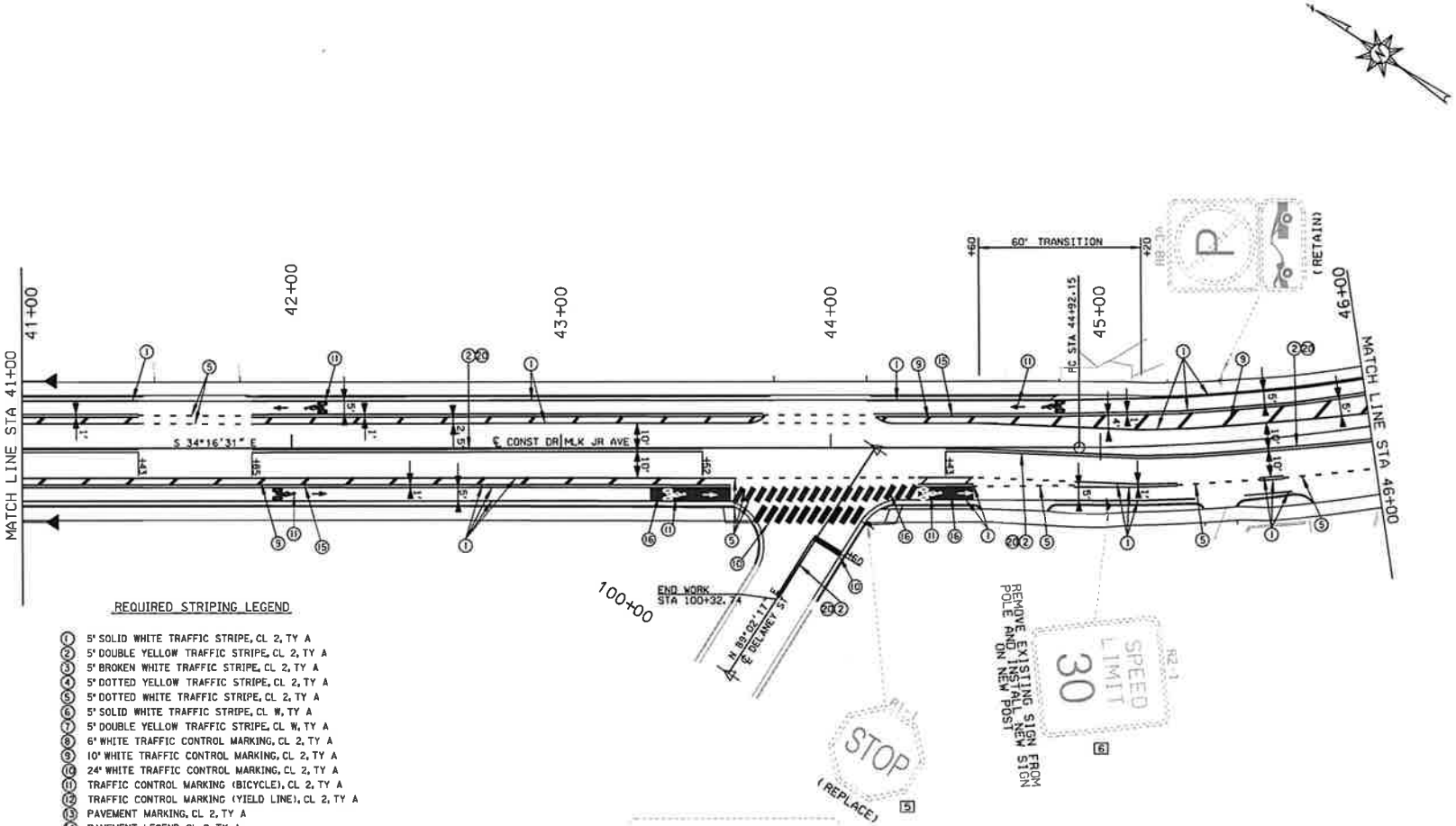
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(280)	2025	52



REQUIRED STRIPING LEGEND

1. 5" SOLID WHITE TRAFFIC STRIPE, CL 2, TY A
2. 5" DOUBLE YELLOW TRAFFIC STRIPE, CL 2, TY A
3. 5" BROKEN WHITE TRAFFIC STRIPE, CL 2, TY A
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10. 24" WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
11. TRAFFIC CONTROL MARKING (BICYCLE), CL 2, TY A
12. TRAFFIC CONTROL MARKING (YIELD LINE), CL 2, TY A
13. PAVEMENT MARKING, CL 2, TY A
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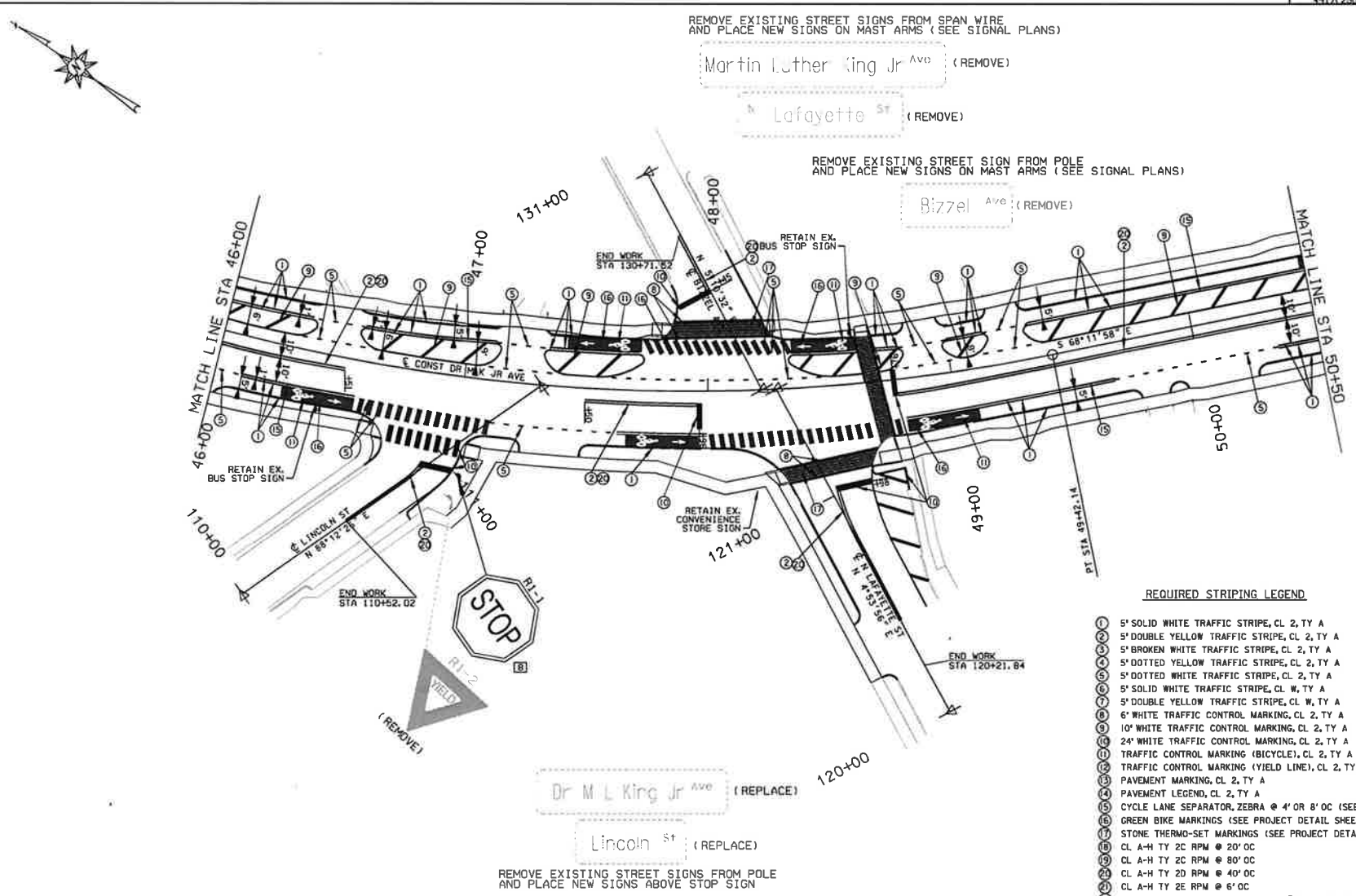
20. CL A-H TY 2D RPM @ 40' OC
21. CL A-H TY 2E RPM @ 6' OC
22. TRAFFIC CONTROL MARKING (BICYCLE), CL W, TY A

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4317(290)	2025	53



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RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

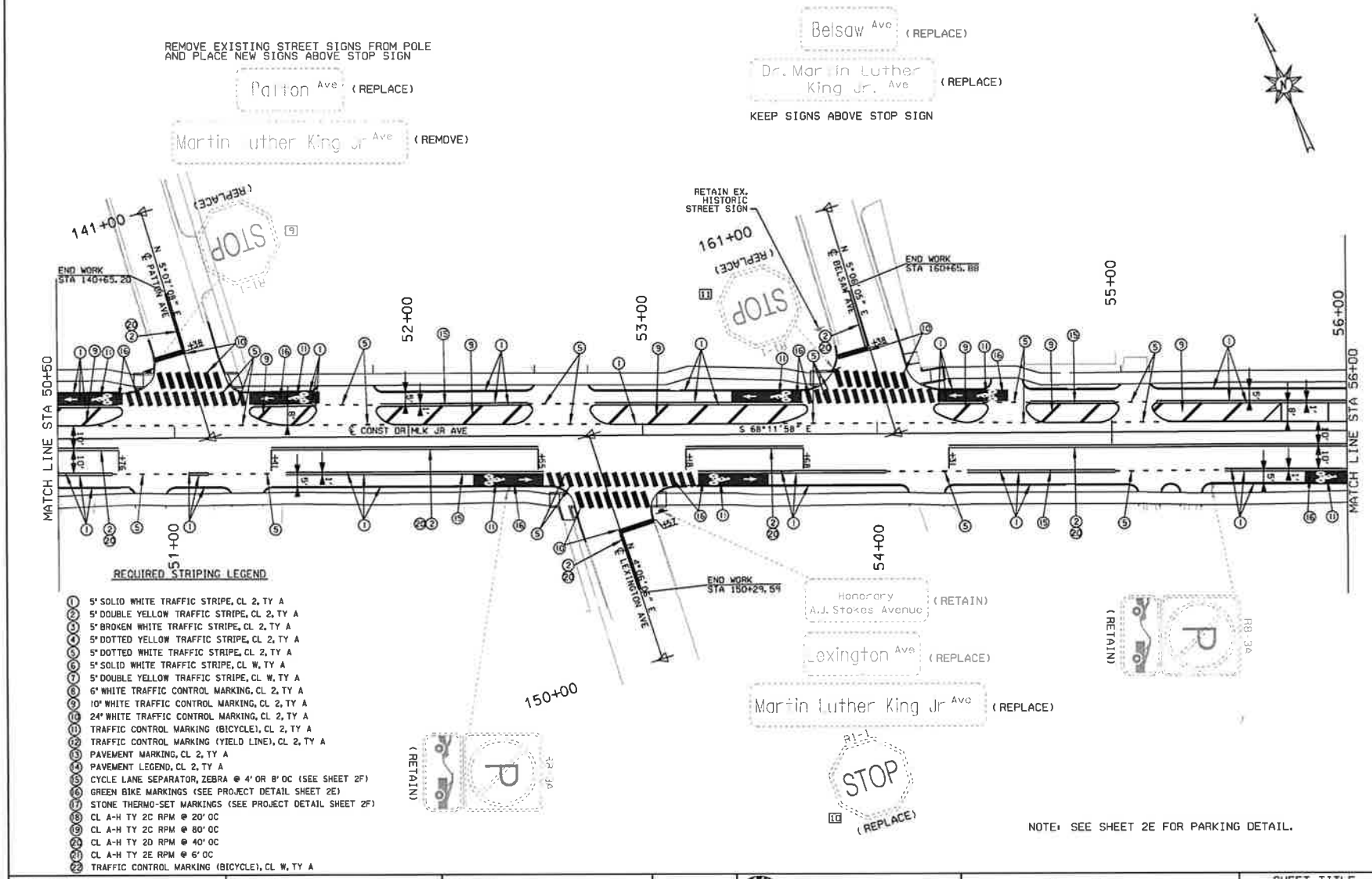
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(280)	2025	54



REQUIRED STRIPING LEGEND

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3. 5" BROKEN WHITE TRAFFIC STRIPE, CL 2, TY A
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13. PAVEMENT MARKING, CL 2, TY A
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15. CYCLE LANE SEPARATOR, ZEBRA @ 4' OR 8' OC (SEE SHEET 2F)
16. GREEN BIKE MARKINGS (SEE PROJECT DETAIL SHEET 2E)
17. STONE THERMO-SET MARKINGS (SEE PROJECT DETAIL SHEET 2F)
18. CL A-H TY 2C RPM @ 20' OC
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22. TRAFFIC CONTROL MARKING (BICYCLE), CL W, TY A

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

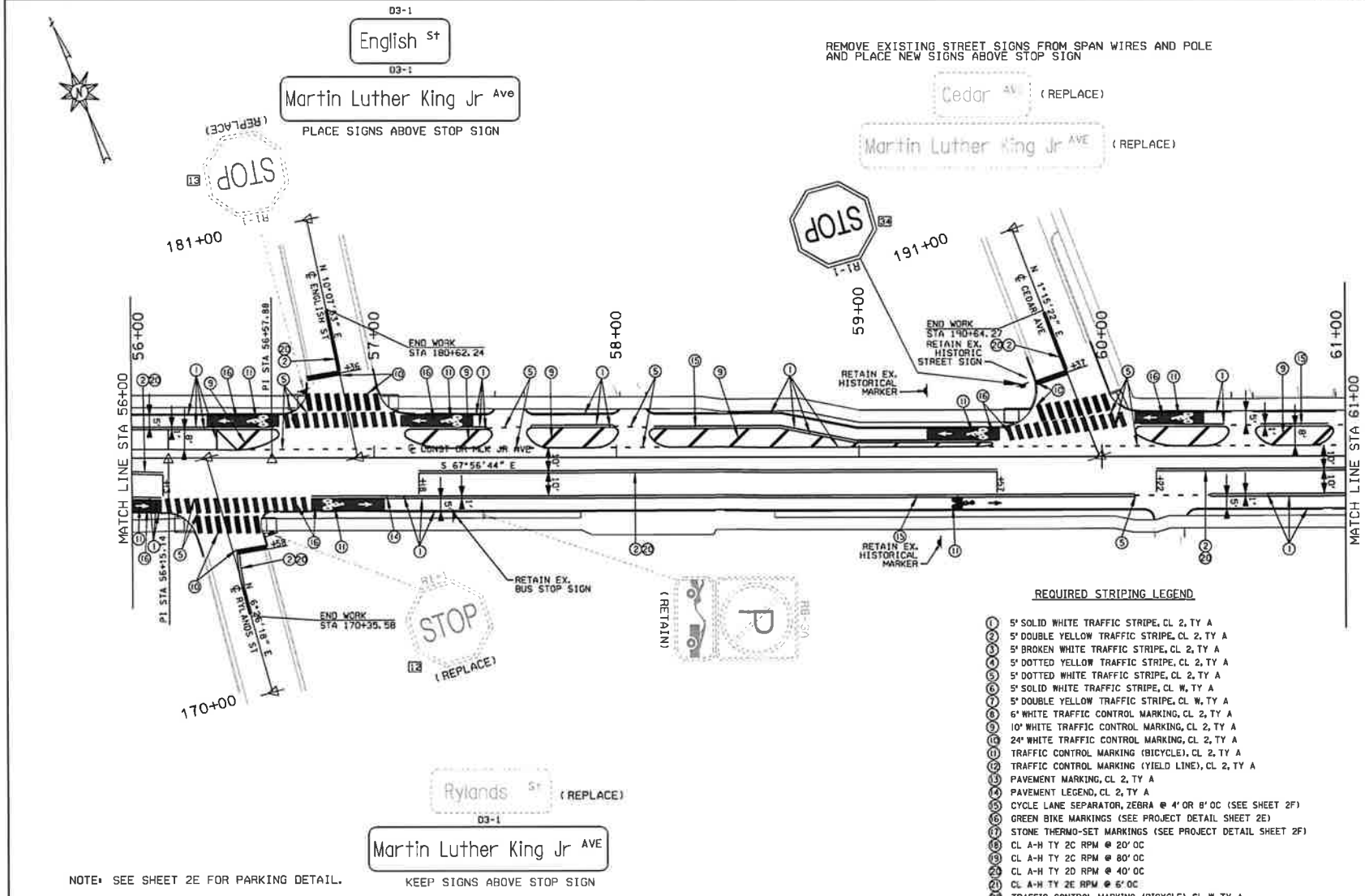
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	55



NOTE: SEE SHEET 2E FOR PARKING DETAIL.

REQUIRED STRIPING LEGEND

1. 5' SOLID WHITE TRAFFIC STRIPE, CL 2, TY A
2. 5' DOUBLE YELLOW TRAFFIC STRIPE, CL 2, TY A
3. 5' BROKEN WHITE TRAFFIC STRIPE, CL 2, TY A
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19. CL A-H TY 2C RPM @ 80' OC
20. CL A-H TY 2D RPM @ 40' OC
21. CL A-H TY 2E RPM @ 5' OC
22. TRAFFIC CONTROL MARKING (BICYCLE), CL W, TY A

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

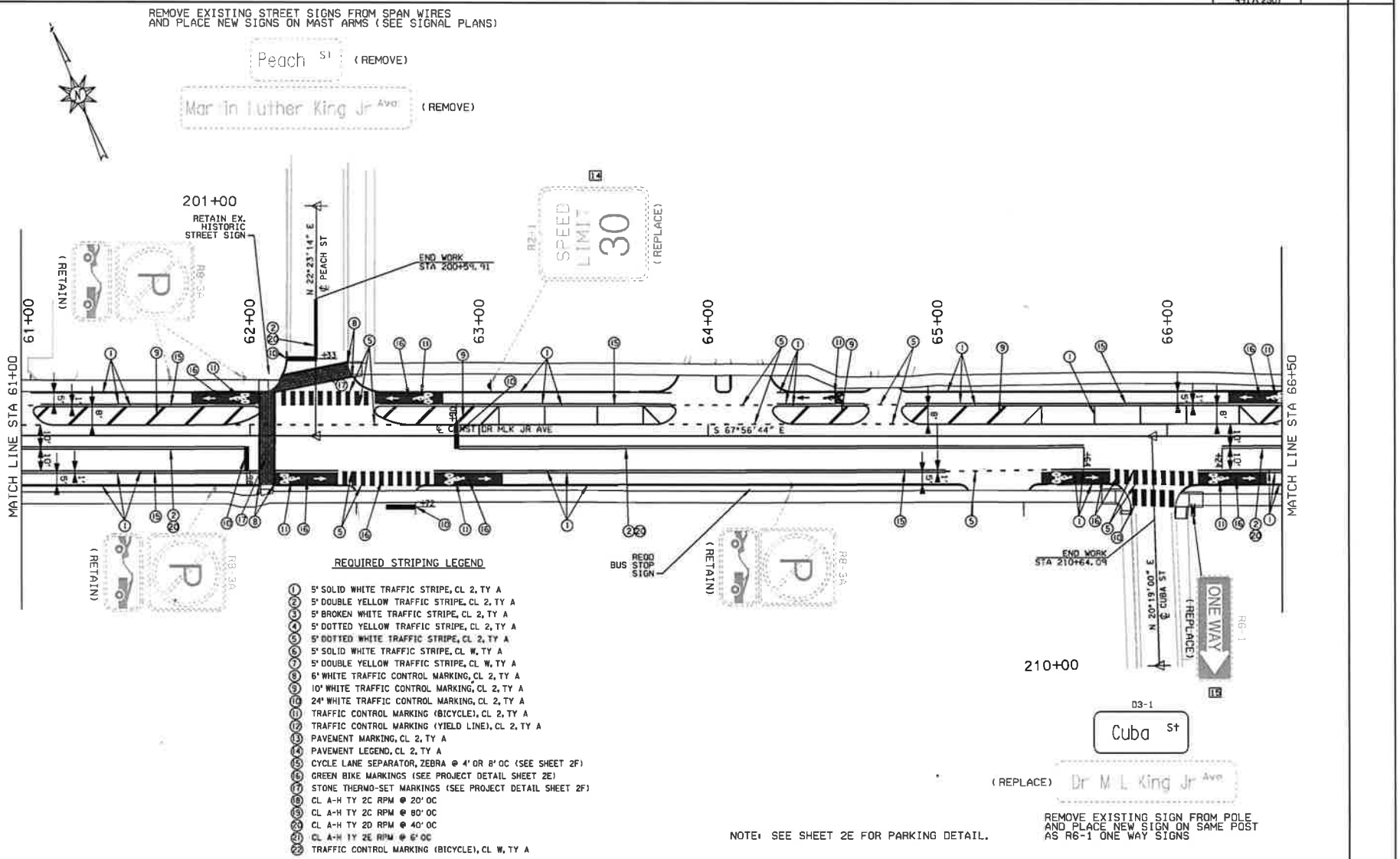
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	56



REQUIRED STRIPING LEGEND

1. 5' SOLID WHITE TRAFFIC STRIPE, CL 2, TY A
2. 5' DOUBLE YELLOW TRAFFIC STRIPE, CL 2, TY A
3. 5' BROKEN WHITE TRAFFIC STRIPE, CL 2, TY A
4. 5' DOTTED YELLOW TRAFFIC STRIPE, CL 2, TY A
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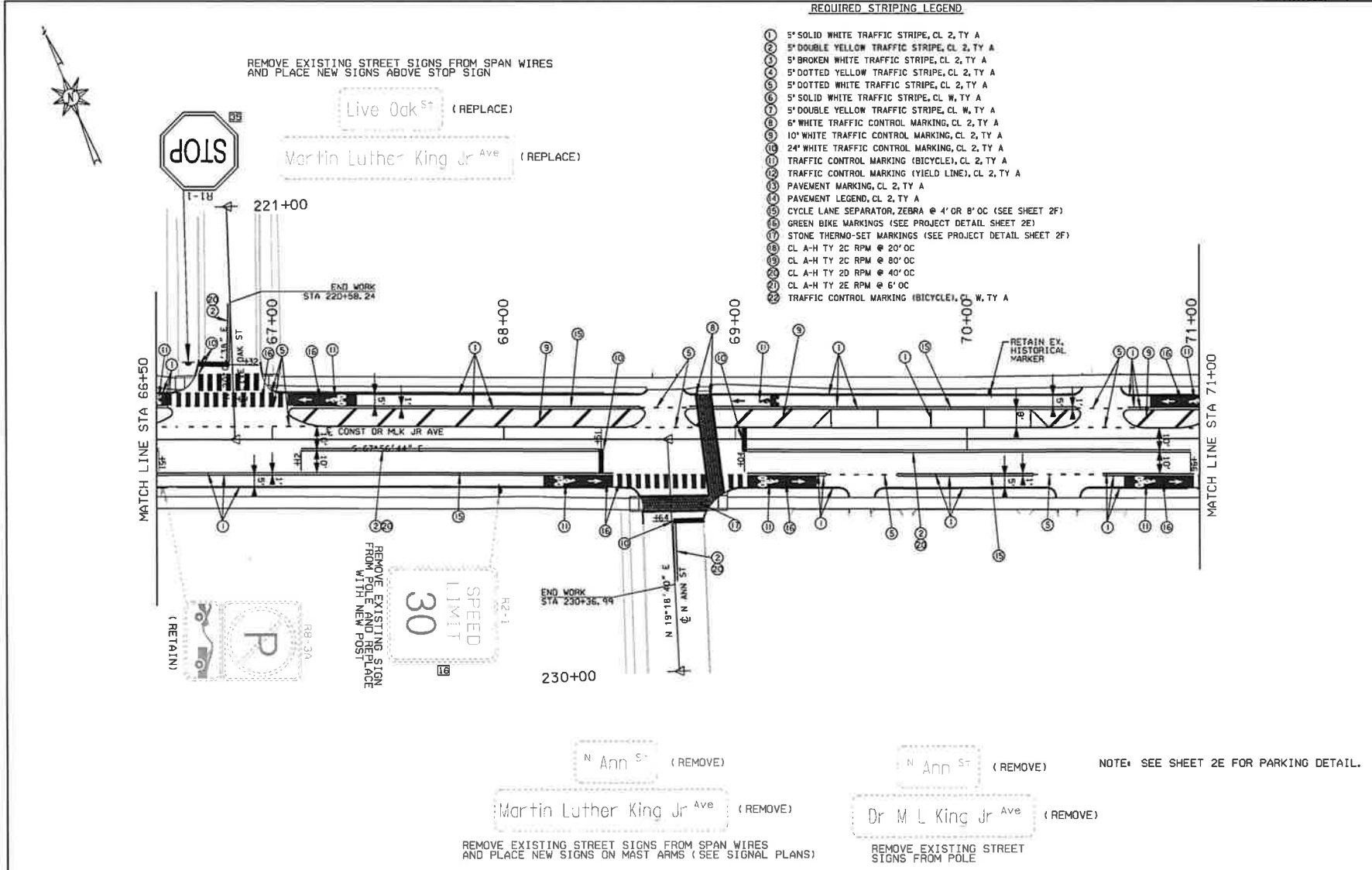
6. 5' SOLID WHITE TRAFFIC STRIPE, CL W, TY A
7. 5' DOUBLE YELLOW TRAFFIC STRIPE, CL W, TY A
8. 6' WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
9. 10' WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
10. 24' WHITE TRAFFIC CONTROL MARKING, CL 2, TY A
11. TRAFFIC CONTROL MARKING (BICYCLE), CL 2, TY A
12. TRAFFIC CONTROL MARKING (YIELD LINE), CL 2, TY A
13. PAVEMENT MARKING, CL 2, TY A
14. PAVEMENT LEGEND, CL 2, TY A
15. CYCLE LANE SEPARATOR, ZEBRA @ 4' OR 8' OC (SEE SHEET 2F)
16. GREEN BIKE MARKINGS (SEE PROJECT DETAIL SHEET 2E)
17. STONE THERMO-SET MARKINGS (SEE PROJECT DETAIL SHEET 2F)
18. CL A-H TY 2C RPM @ 20' OC
19. CL A-H TY 2C RPM @ 80' OC
20. CL A-H TY 2D RPM @ 40' OC
21. CL A-H TY 2E RPM @ 6' OC
22. TRAFFIC CONTROL MARKING (BICYCLE), CL W, TY A

NOTE: SEE SHEET 2E FOR PARKING DETAIL.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

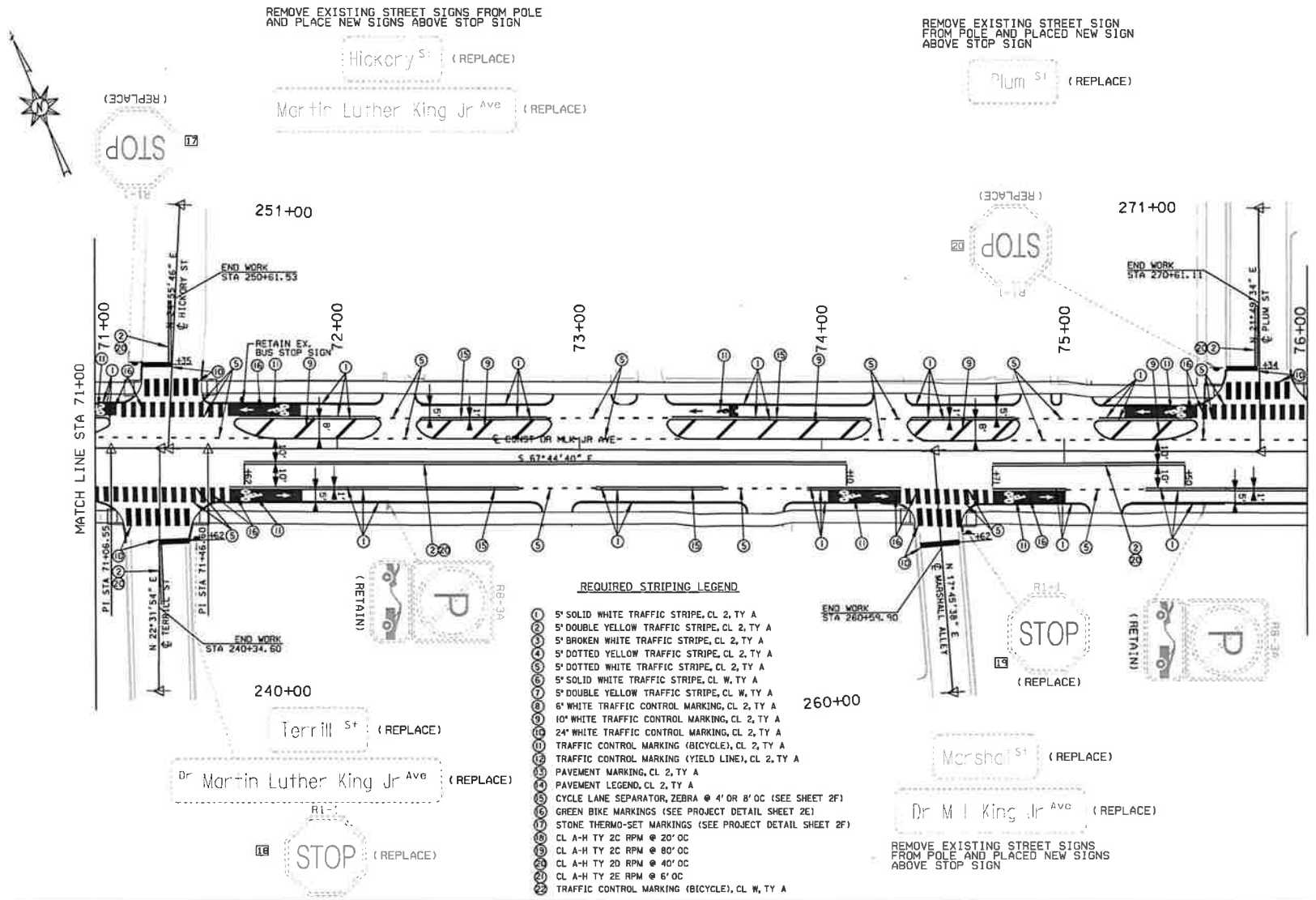
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(201)	2025	57



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FALP-4917(250)	2025	58



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RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FMP-4317(290)	2025	59

REQUIRED STRIPING LEGEND

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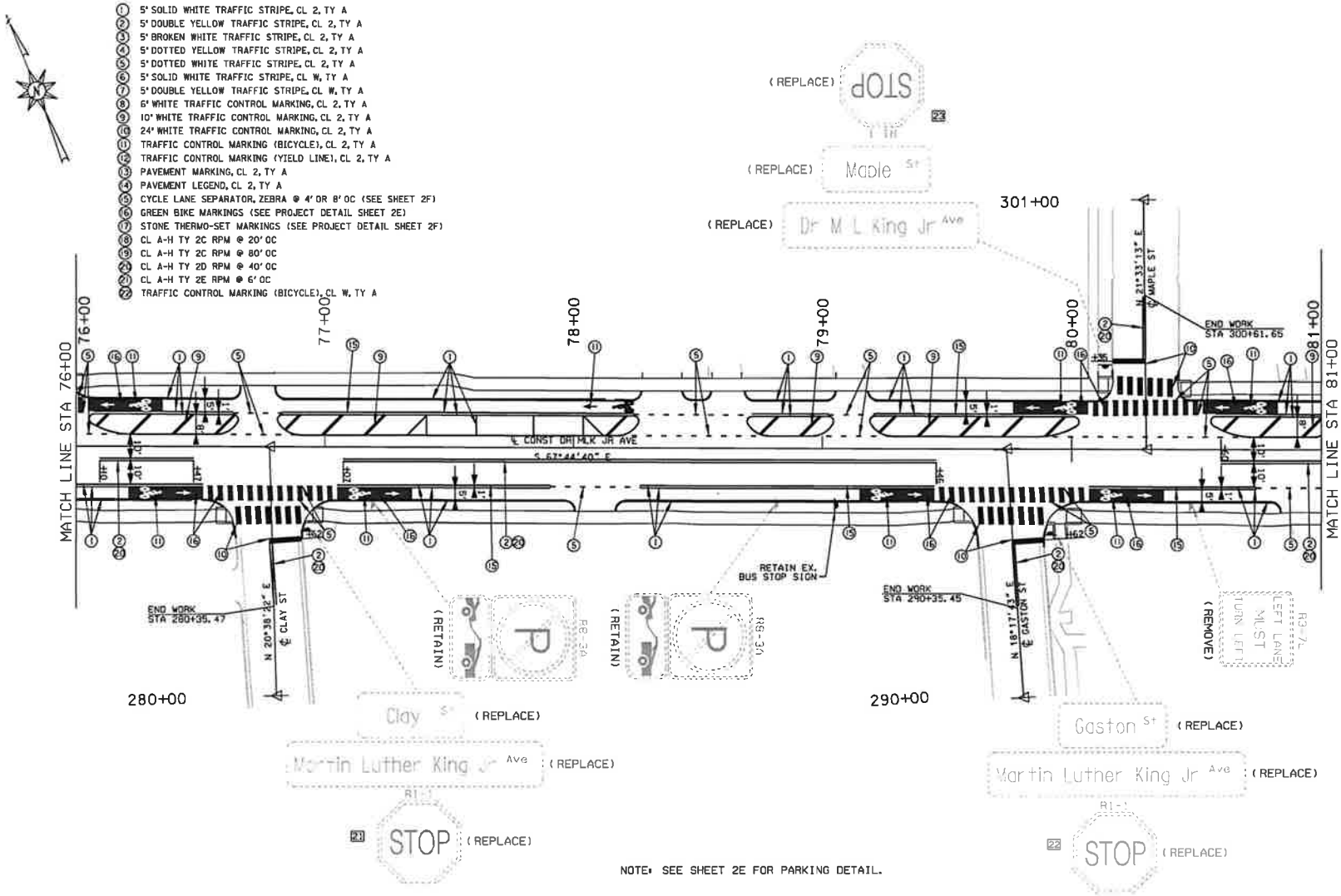


NOTE: SEE SHEET 2E FOR PARKING DETAIL.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

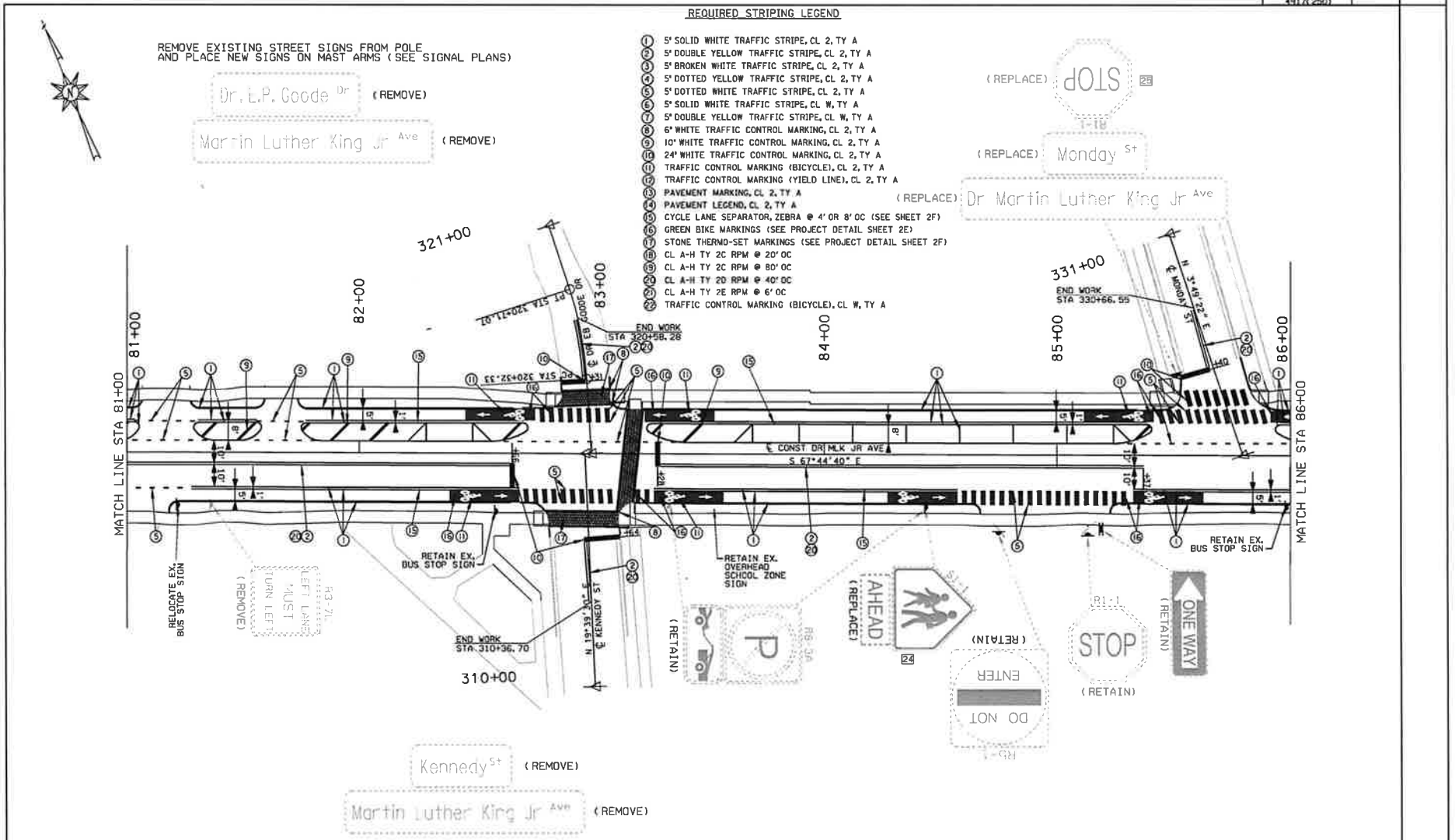
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

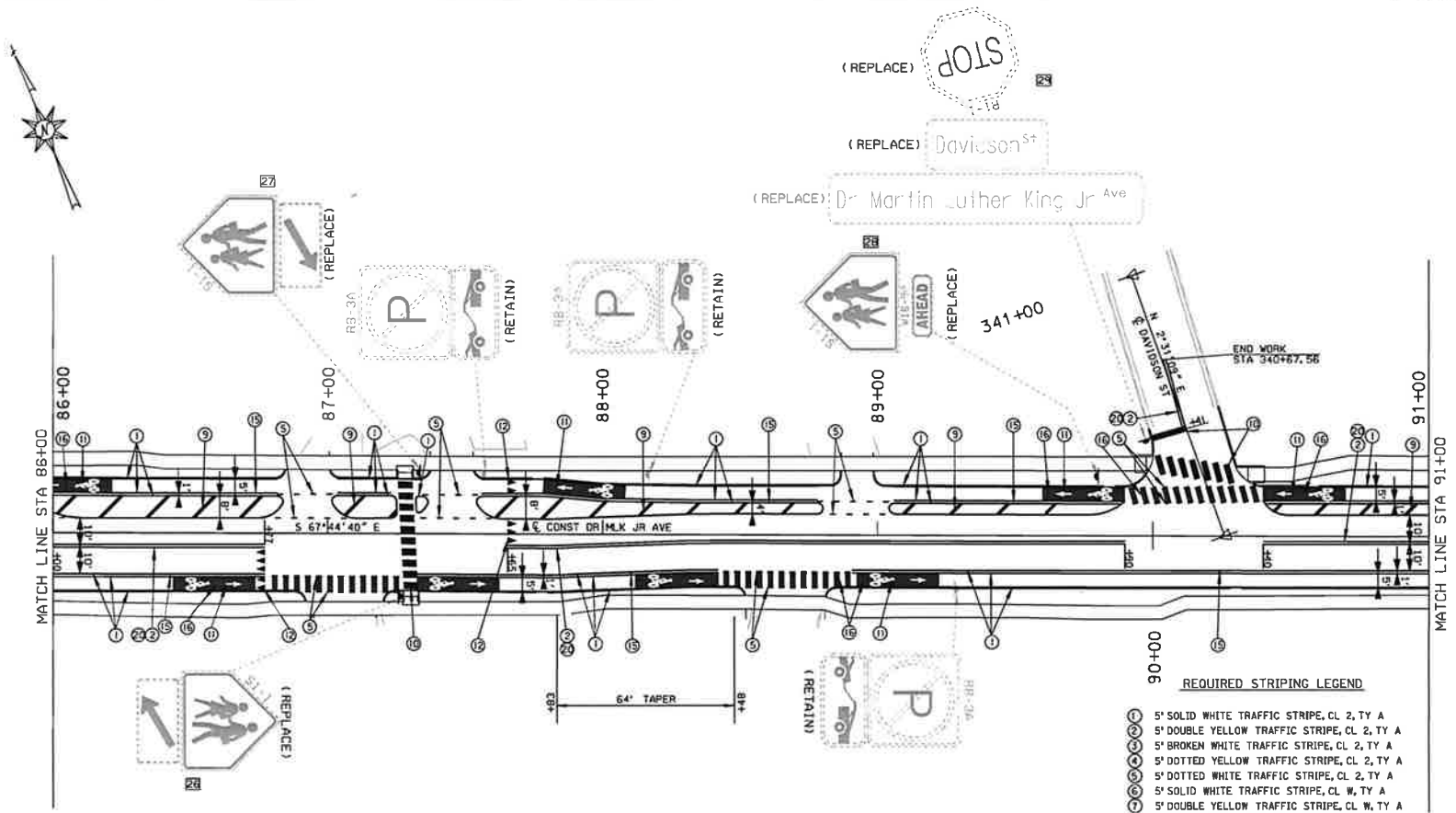
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-401X(290)	2025	60



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2021-2045-01 TIGER-FAUP-4917(280)	2025	61



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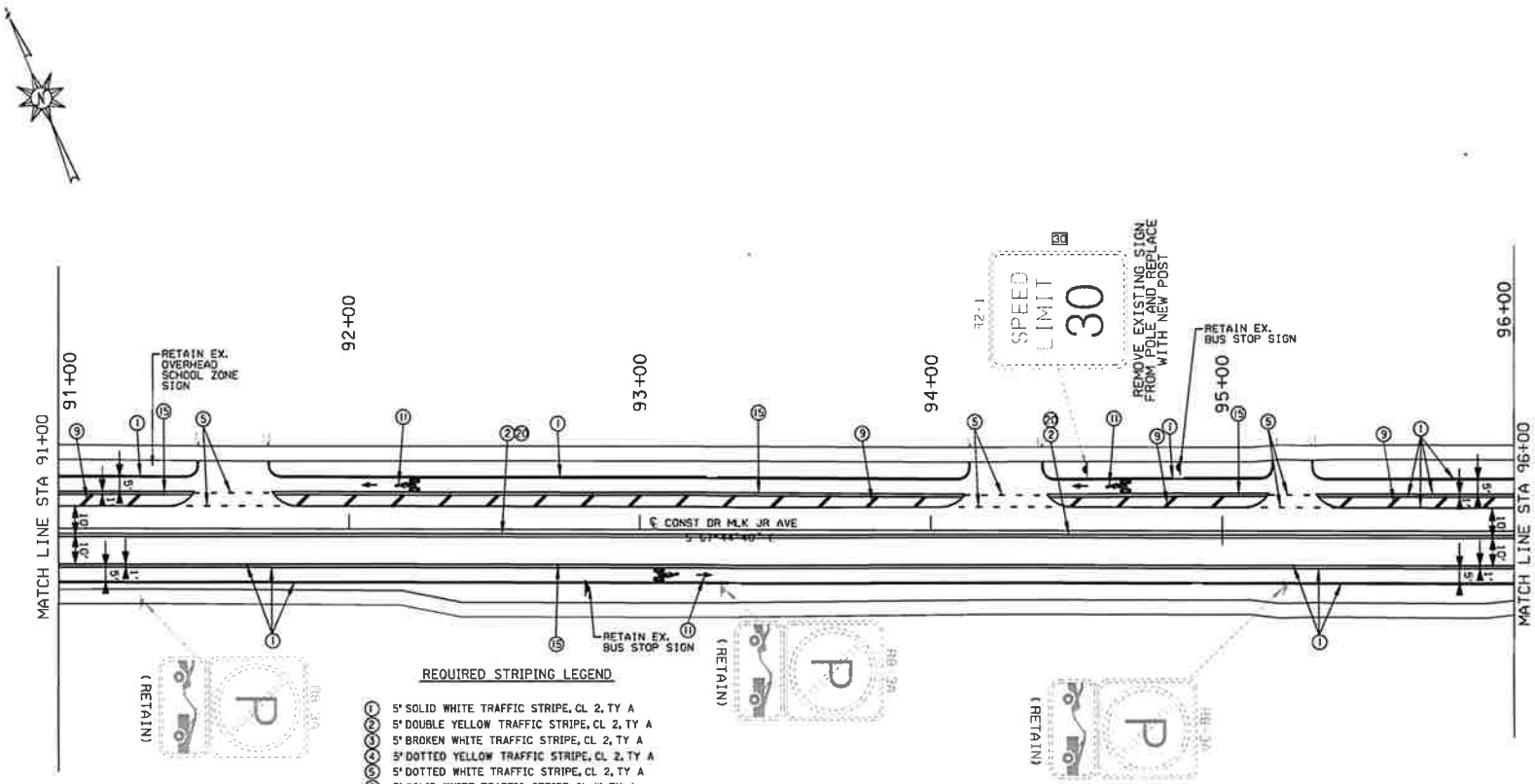
DATE:	DATE:	DATE:	100%			STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	62



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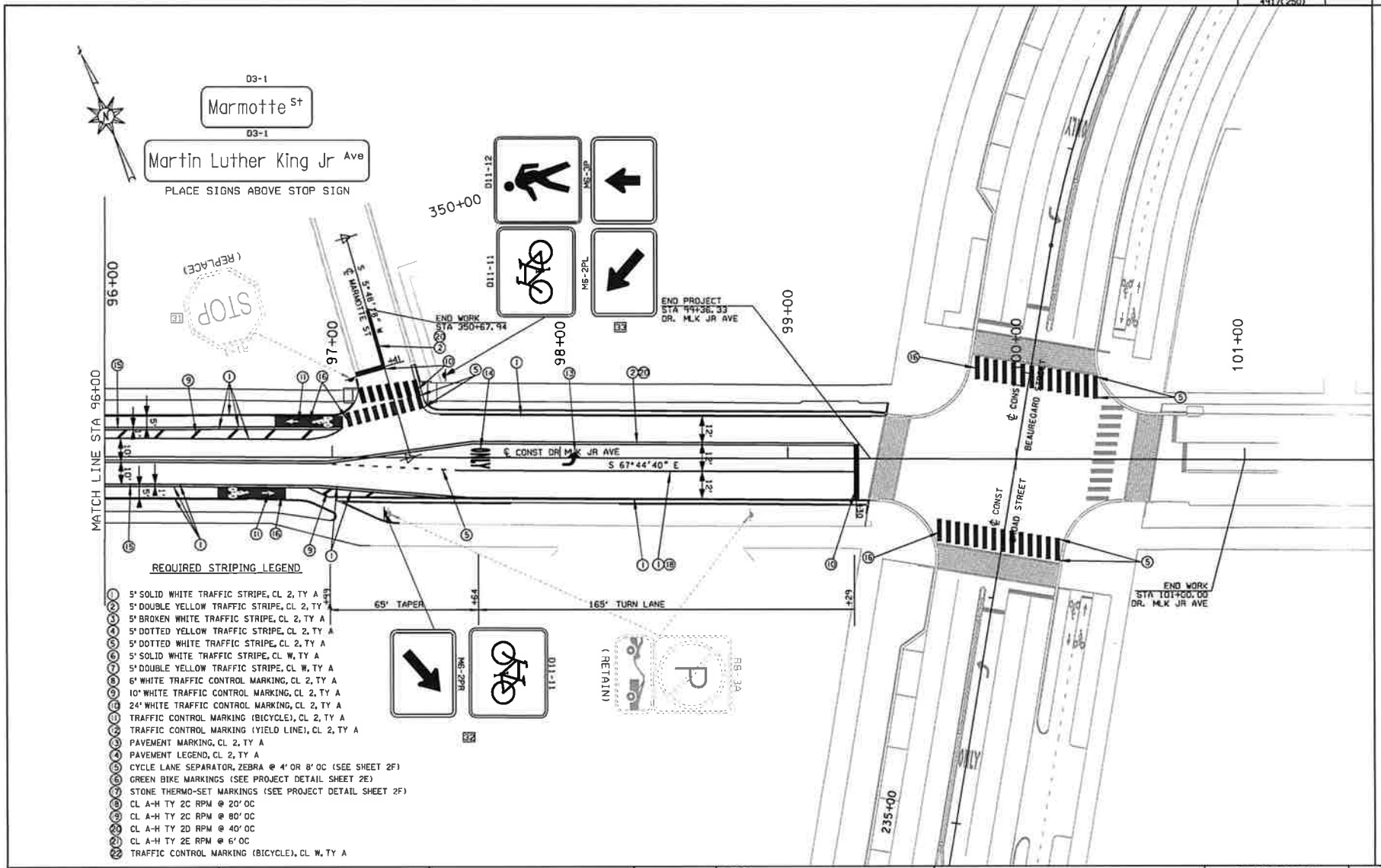
DATE:	DATE:	DATE:	100%			STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

STRIPING AND SIGNING SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4317(250)	2025	83



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RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
STRIPING AND SIGNING SHEET	DR. MLK JR AVENUE

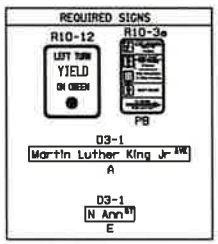
TRAFFIC SIGNAL LAYOUT SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4912(280)	2025	99

NOTES:

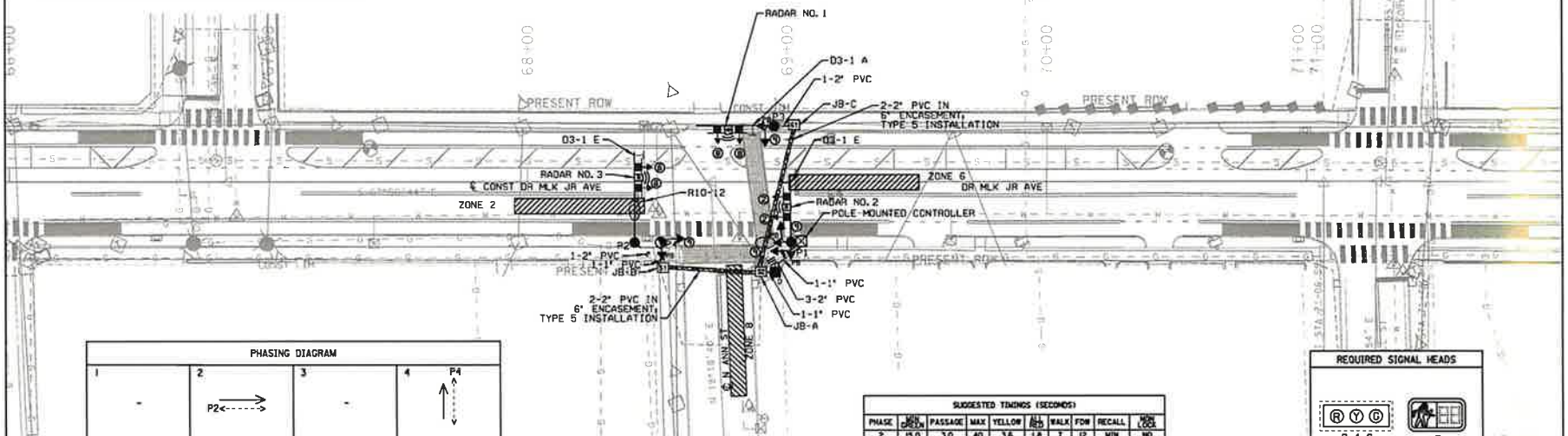
1. UNLESS OTHERWISE NOTED, ALL PRESENCE ZONES SHALL EXTEND 2 FEET BEYOND THE STOP LINE.
2. USE SPECIAL DRAWING TSOP NO. 13.
3. THE CONTRACTOR IS RESPONSIBLE TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO DIGGING, A 48 HOUR NOTIFICATION IS REQUIRED BEFORE EXCAVATION ACTIVITIES.
4. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION ZONE TRAFFIC CONTROL FOR THOSE WORK ITEMS THEY UNDERTAKE AND TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL.
5. PAVEMENT MARKINGS SHOWN ARE FOR ILLUSTRATION PURPOSES ONLY.
6. ALL SIGNAL HEADS ARE TO BE L.E.D. IN BLACK HOUSING.
7. THE CONTRACTOR SHALL INSTALL/LOCATE NEW SIGNAL HEADS AND REQUIRED SIGNAGE IN ACCORDANCE WITH GUIDELINES OF SIGNAL HEAD PLACEMENT FROM THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST ADOPTED ADDITION.
8. LUMINAIRES TO BE L.E.D.
9. THE REQUIRED DETECTORS ARE SHOWN IN TYPICAL LOCATIONS ONLY. THE CONTRACTOR SHALL LOCATE THE REQUIRED DETECTORS BASED ON THE THE MANUFACTURER'S RECOMMENDATIONS TO ACHIEVE OPTIMAL DETECTION OF REQUIRED ZONES.
10. ALL ABOVE GROUND UTILITIES AND OVERHEAD OBSTRUCTIONS MUST BE ADJUSTED TO TO ALLOW FULL VISIBILITY OF TRAFFIC SIGNALS IN ACCORDANCE WITH SECTION 5.7 OF THE ALDOT TRAFFIC SIGNAL DESIGN GUIDE & TIMING MANUAL.

REQUIRED SIGNS



CONDUIT AND CONDUCTOR SCHEDULE

CONDUIT	CONDUCTOR	FROM	TO
1-1 IN.	3-1C/#6 AWG IMSA 20-1	DISCONNECT	CONTROLLER
1-1 IN.	3-1C/#8 AWG IMSA 20-1	DISCONNECT	JB-A (LUMINAIRES)
3-2 IN.	-	CONTROLLER	JB-A
-	-	JB-A	POLE #1
2-2 IN.	-	JB-A	JB-B
2-2 IN.	-	JB-A	JB-C
1-2 IN.	-	JB-B	POLE #2
1-1 IN.	-	JB-B	POLE #4
1-2 IN.	-	JB-C	POLE #3
-	4C/#14 AWG IMSA 20-1	CONTROLLER	SIGNAL HEADS #2, #4, #6
-	RADAR CABLE	CONTROLLER	RADAR #1, #2, #3
-	5C/#14 AWG IMSA 20-1	CONTROLLER	PEDESTRIAN SIGNAL HEADS & PUSH BUTTONS



PHASING DIAGRAM

1	2 P2	3	4 P4
5	6	4	8

SUGGESTED TIMINGS (SECONDS)

PHASE	MIN GREEN	PASSAGE	MAX	YELLOW	ALL RED	WALK	FDW	RECALL	MIN LOCK
2	15.0	3.0	40	3.6	1.8	7	12	MIN	NO
6	15.0	3.0	40	3.6	1.8	-	-	MIN	NO
8	8.0	2.0	30	3.2	2.2	7	13	-	YES

REQUIRED SIGNAL HEADS

SUPPORTING STRUCTURES

POLE NO.	POLE HEIGHT	STATION	OFFSET	MAST ARM LENGTH	LUMINAIRE LENGTH	COMMENTS
P1	37	69+01.44	23.51' RT	25'	12'	SIGNAL POLE
P2	37	68+41.15	23.59' RT	35'	12'	SIGNAL POLE
P3	28	68+95.10	21.35' LT	30'	-	SIGNAL POLE
P4	8	68+51.69	23.59' RT	-	-	PEDESTAL POLE

PAY ITEM 730C-002 ESTIMATED EQUIPMENT AND MATERIAL SCHEDULE (LUMP SUM)

#14 SIGNAL CABLE, IMSA 20-1
D3-1 SIGNS W/ HARDWARE
R10-12 SIGNS W/ HARDWARE
R10-3e SIGNS W/ HARDWARE
MISCELLANEOUS HARDWARE
POWER SOURCE (240 VOLTS)

DETECTOR TABLE

ZONE	PHASE	SIZE	TYPE	RADAR NO.	SETBACK DISTANCE
2	2	6X50	PRESENCE	2	-
6	6	6X50	PRESENCE	3	-
8	4	6X50	PRESENCE	1	-

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

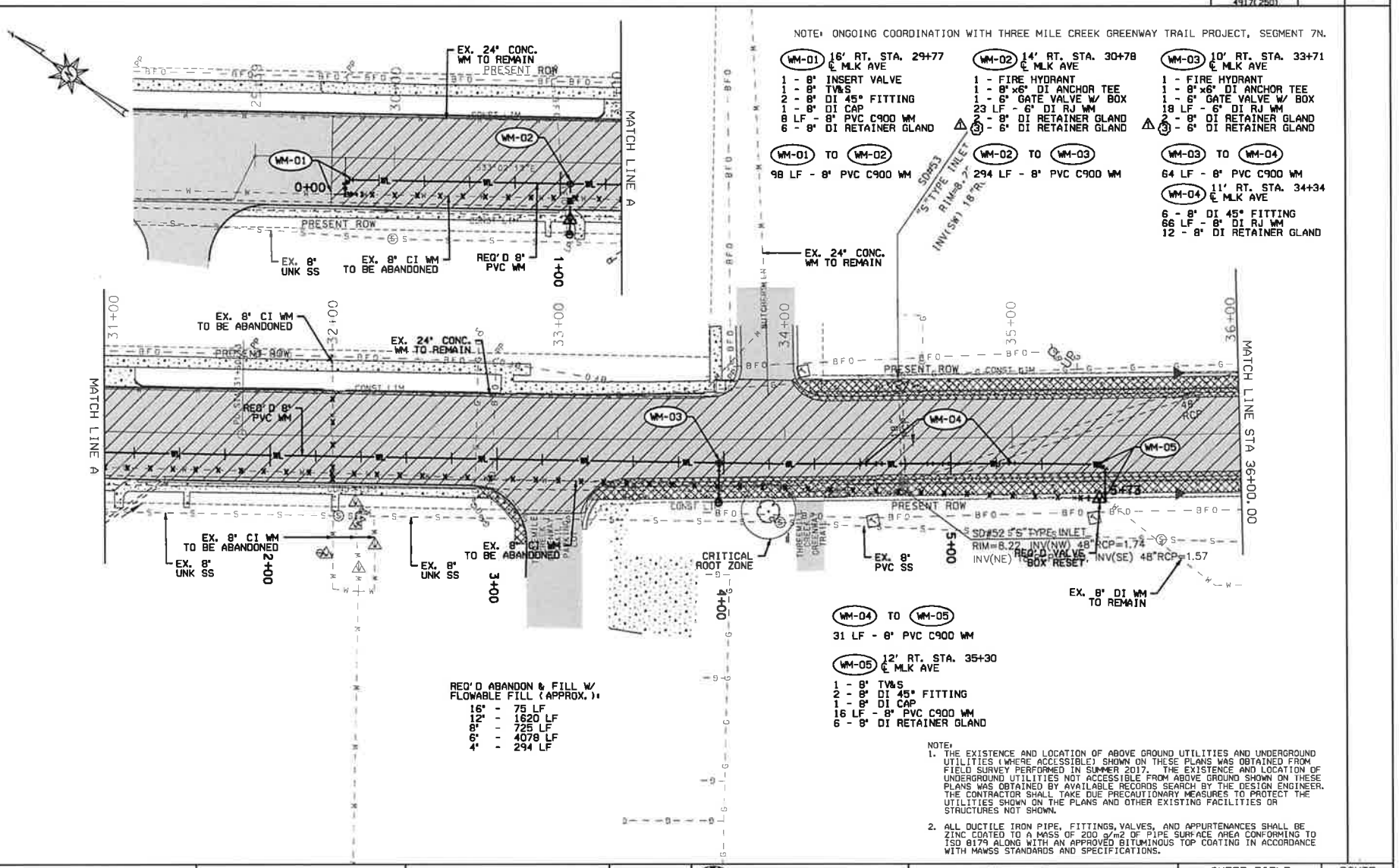
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
TRAFFIC SIGNAL LAYOUT SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2021-2045-01 TIGER-FAUP-4917(250)	2025	401

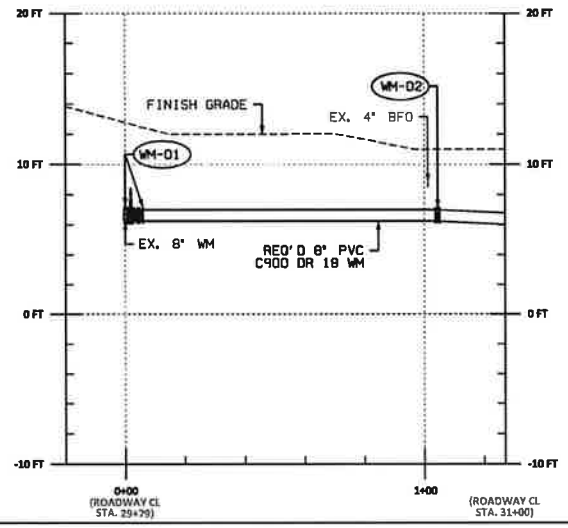


NOTE:
1. THE EXISTENCE AND LOCATION OF ABOVE GROUND UTILITIES AND UNDERGROUND UTILITIES (WHERE ACCESSIBLE) SHOWN ON THESE PLANS WAS OBTAINED FROM FIELD SURVEY PERFORMED IN SUMMER 2017. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES NOT ACCESSIBLE FROM ABOVE GROUND SHOWN ON THESE PLANS WAS OBTAINED BY AVAILABLE RECORDS SEARCH BY THE DESIGN ENGINEER. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
2. ALL DUCTILE IRON PIPE, FITTINGS, VALVES, AND APPURTENANCES SHALL BE ZINC COATED TO A MASS OF 200 g/m2 OF PIPE SURFACE AREA CONFORMING TO ISO 8179 ALONG WITH AN APPROVED BITUMINOUS TOP COATING IN ACCORDANCE WITH MAWSS STANDARDS AND SPECIFICATIONS.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	401A



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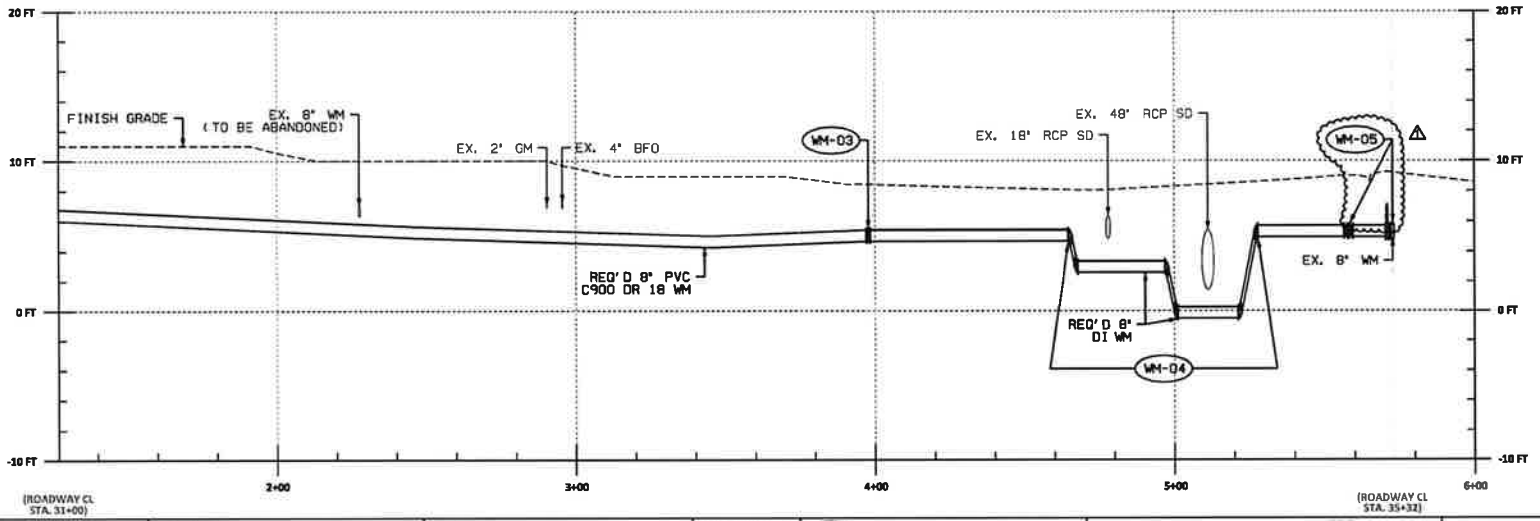
2. THE STATIONING SHOWN ON THESE PLANS ARE BASED UPON THE CENTERLINE OF THE WATERMAIN. REFERENCES TO THE ROADWAY STATIONING ARE PROVIDED IN GRAY SCALE.



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DATE:	DATE:	DATE:	100%

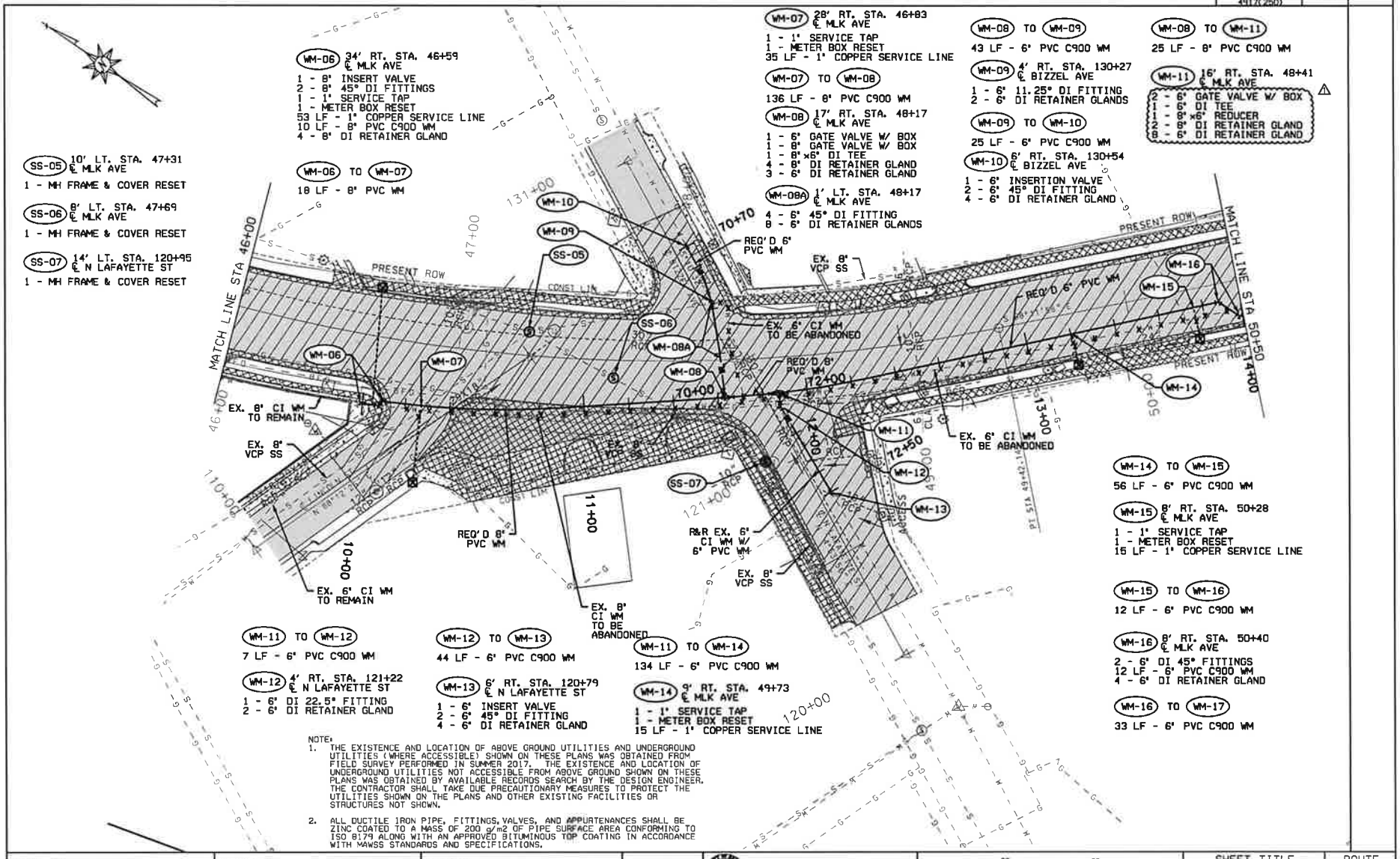
CITY OF MOBILE

HORIZ 20 0 20 VERT 4 0 4
SCALE (FEET)

SHEET TITLE	ROUTE
UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	404



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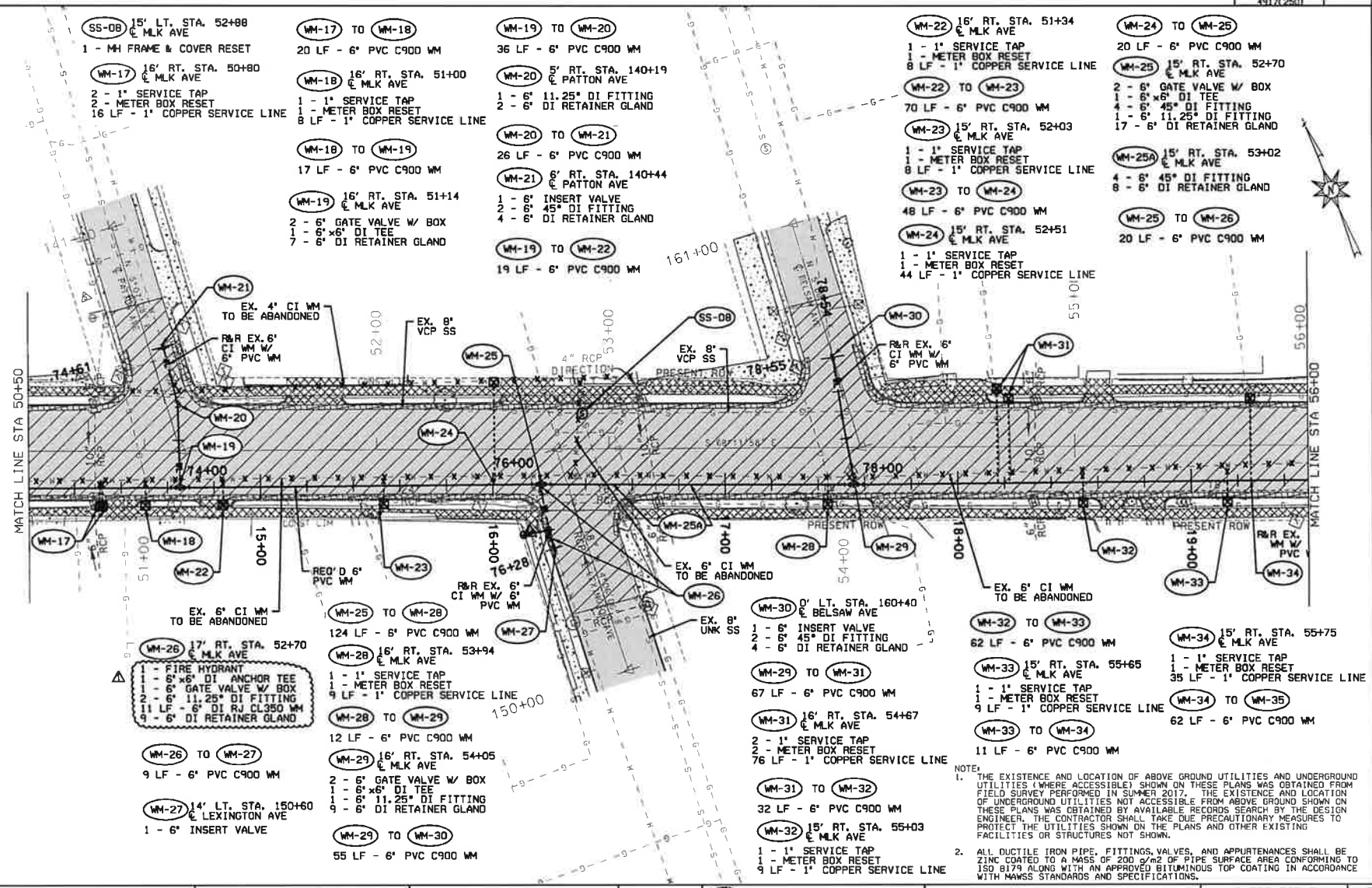
RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2021-2045-01 TIGER-FAUP-4917(290)	2025	405



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

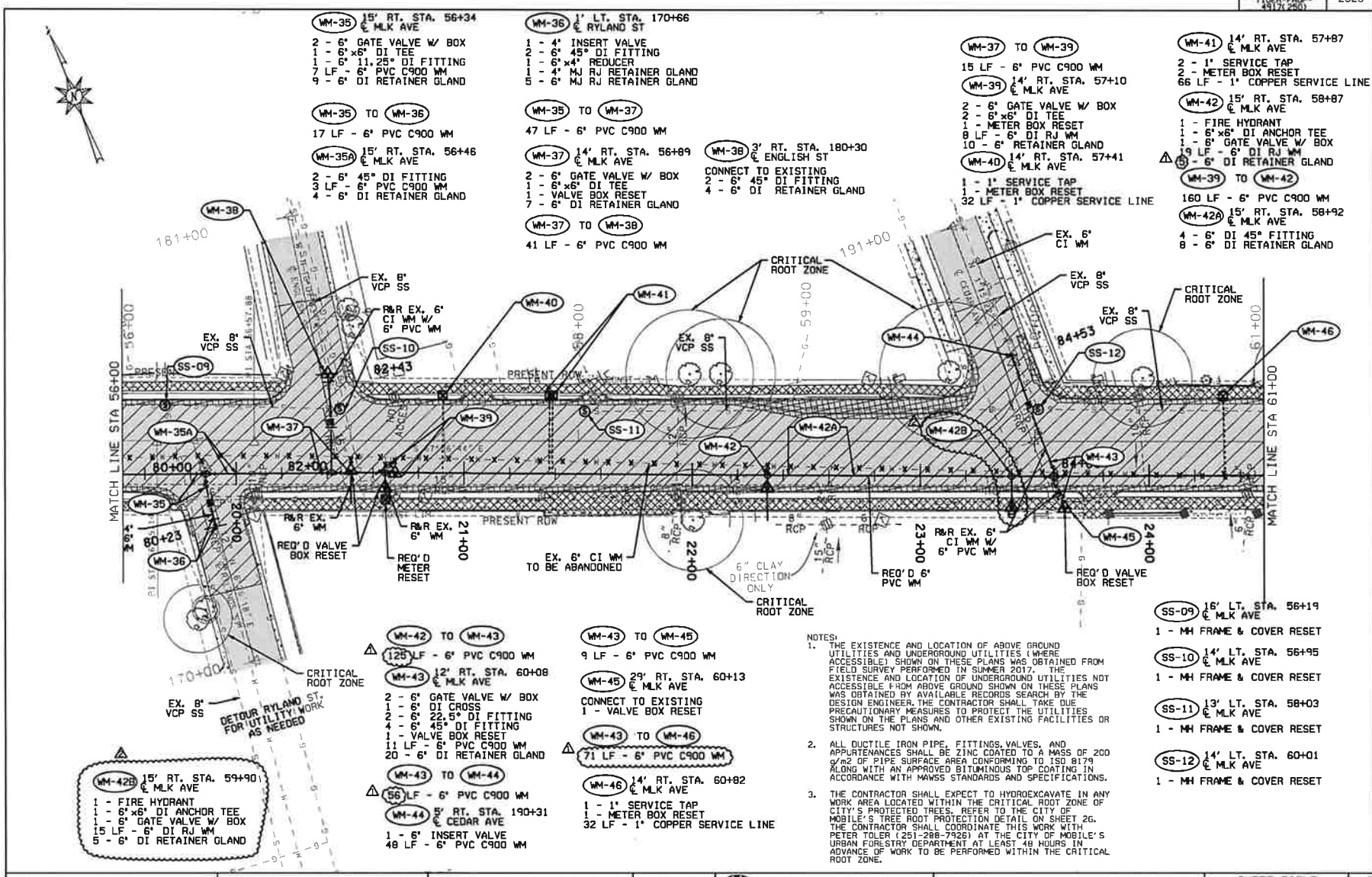
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(290)	2025	406



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RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

CITY OF MOBILE

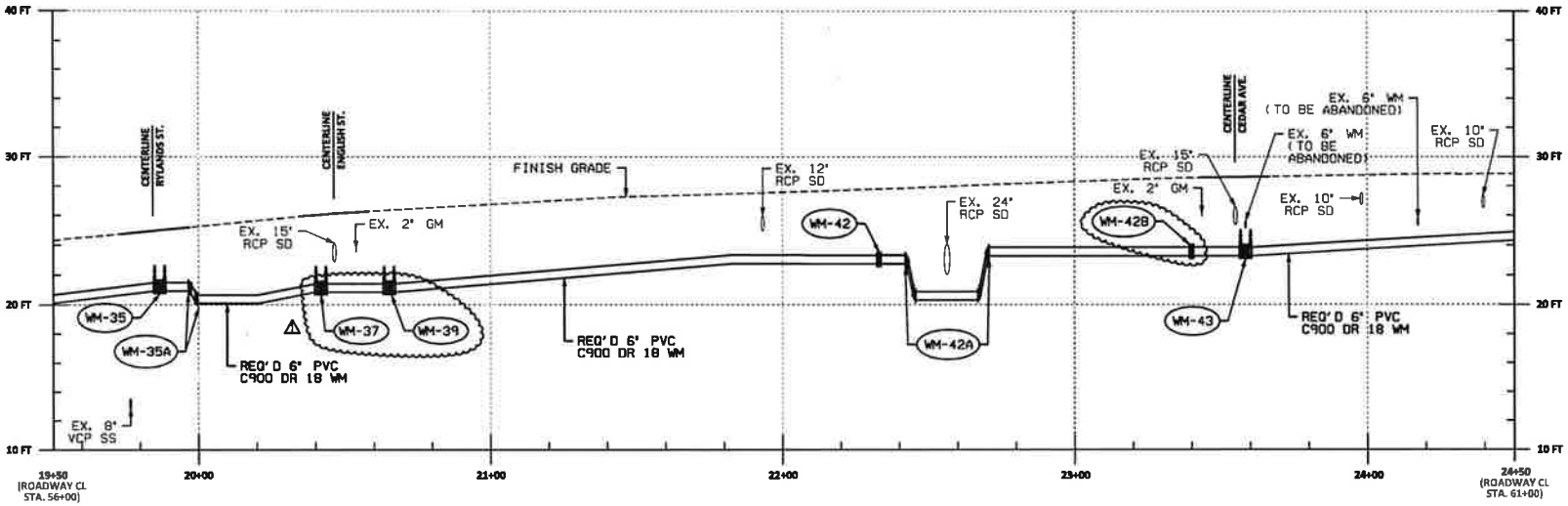
HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	406A

MARTIN LUTHER KING, JR. AVENUE



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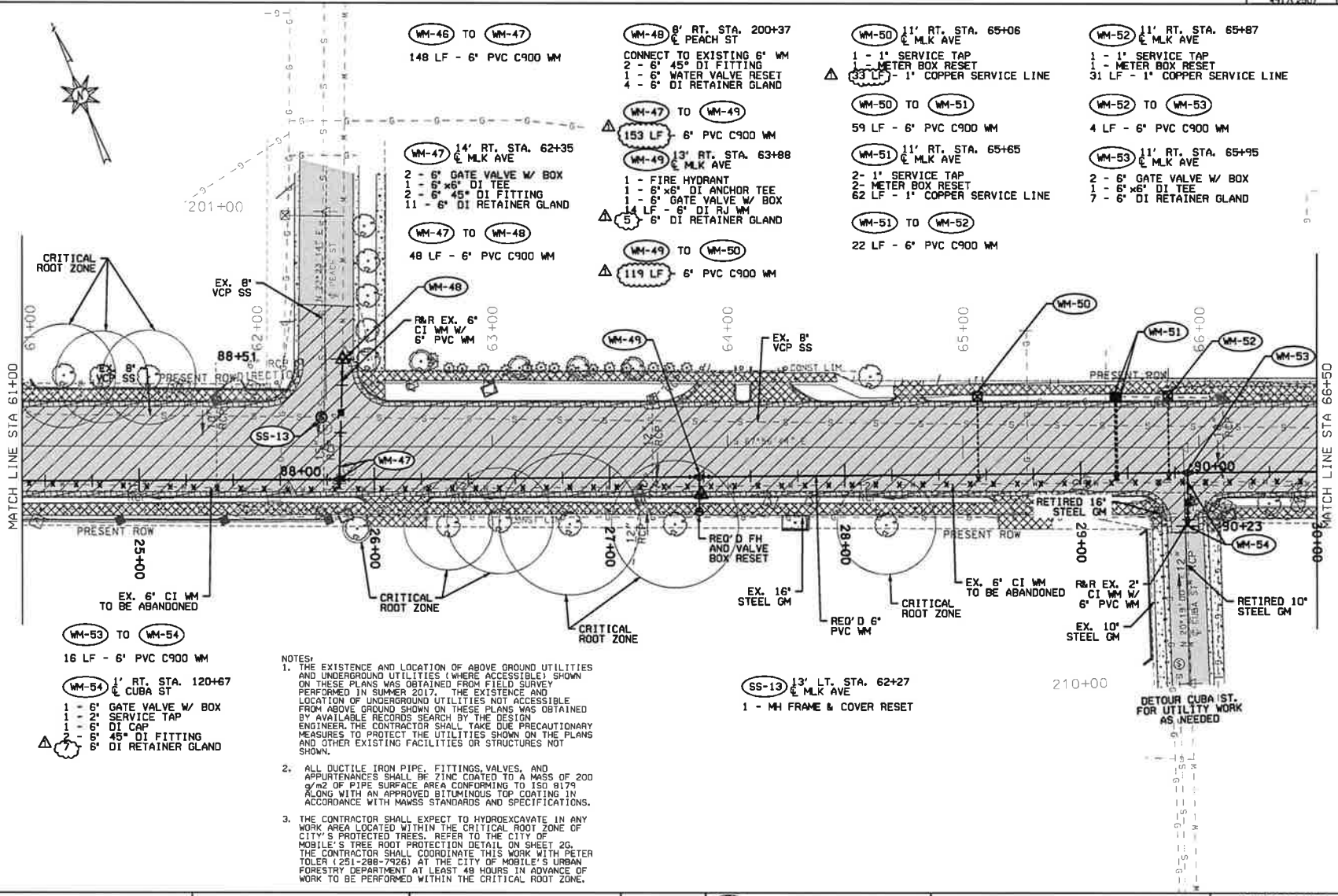
RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20	VERT 4 0 4	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%		SCALE (FEET)		UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	407



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DATE:	DATE:	DATE:	100%			UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	408

WM-53 TO WM-55
93 LF - 6" PVC C900 WM

WM-55 10' RT. STA. 65+88 ℄ MLK AVE
2 - 6" GATE VALVE W/ BOX
1 - 6"x6" DI TEE
7 - 6" DI RETAINER GLAND

WM-55 TO WM-56
40 LF - 6" PVC C900 WM

WM-56 5' RT. STA. 220+31 ℄ LIVE OAK ST
CONNECT TO EXISTING
1 - 6" GATE VALVE W/ BOX
2 - 6" 45° DI FITTING
1 - 6"x4" DI REDUCER
7 - 6" DI RETAINER GLAND
1 - 4" DI RETAINER GLAND

WM-55 TO WM-57
49 LF - 6" PVC C900 WM

WM-57 9' RT. STA. 67+41 ℄ MLK AVE
1 - 1" SERVICE TAP
1 - METER BOX RESET
13 LF - 1" COPPER SERVICE LINE

WM-57 TO WM-59
141 LF - 6" PVC C900 WM

WM-58 8' RT. STA. 68+45 ℄ MLK AVE
2 - 1" SERVICE TAP
2 - METER BOX RESET
59 LF - 1" COPPER SERVICE LINE

WM-59 8' RT. STA. 68+82 ℄ MLK AVE
2 - 6" GATE VALVE W/ BOX
1 - 6"x6" DI TEE
7 - 6" DI RETAINER GLAND

WM-59 TO WM-60
24 LF - 6" PVC C900 WM

WM-60 10' RT. STA. 230+65 ℄ N ANN ST
1 - 6" INSERT VALVE
2 - 6" 45° DI FITTING
4 - 6" DI RETAINER GLAND

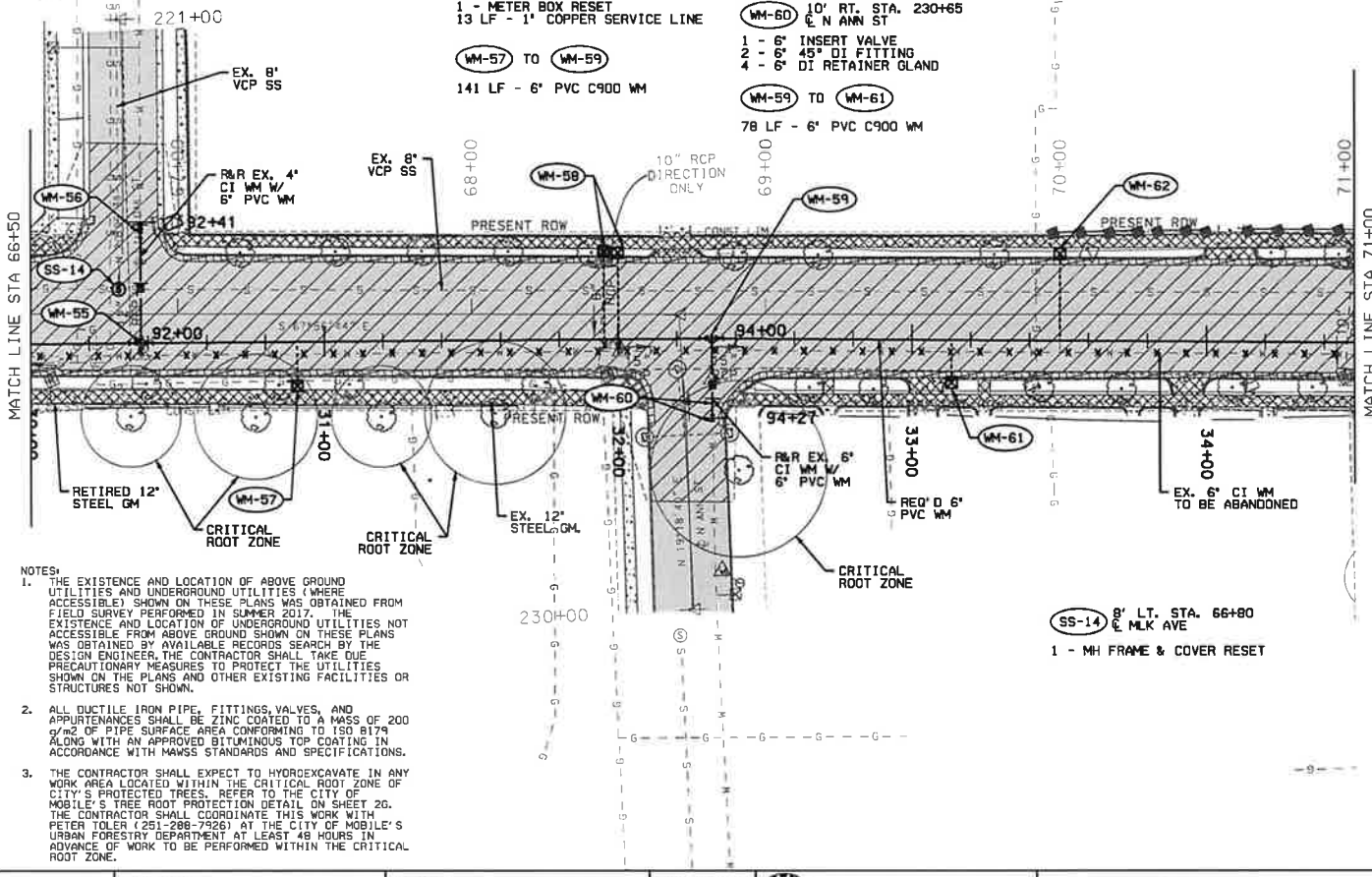
WM-59 TO WM-61
78 LF - 6" PVC C900 WM

WM-61 9' RT. STA. 69+63 ℄ MLK AVE
1 - 1" SERVICE TAP
1 - METER BOX RESET
13 LF - 1" COPPER SERVICE LINE

WM-61 TO WM-62
37 LF - 6" PVC C900 WM

WM-62 9' RT. STA. 70+00 ℄ MLK AVE
1 - 1" SERVICE TAP
1 - METER BOX RESET
28 LF - 1" COPPER SERVICE LINE

SS-14 8' LT. STA. 66+80 ℄ MLK AVE
1 - MH FRAME & COVER RESET



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RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

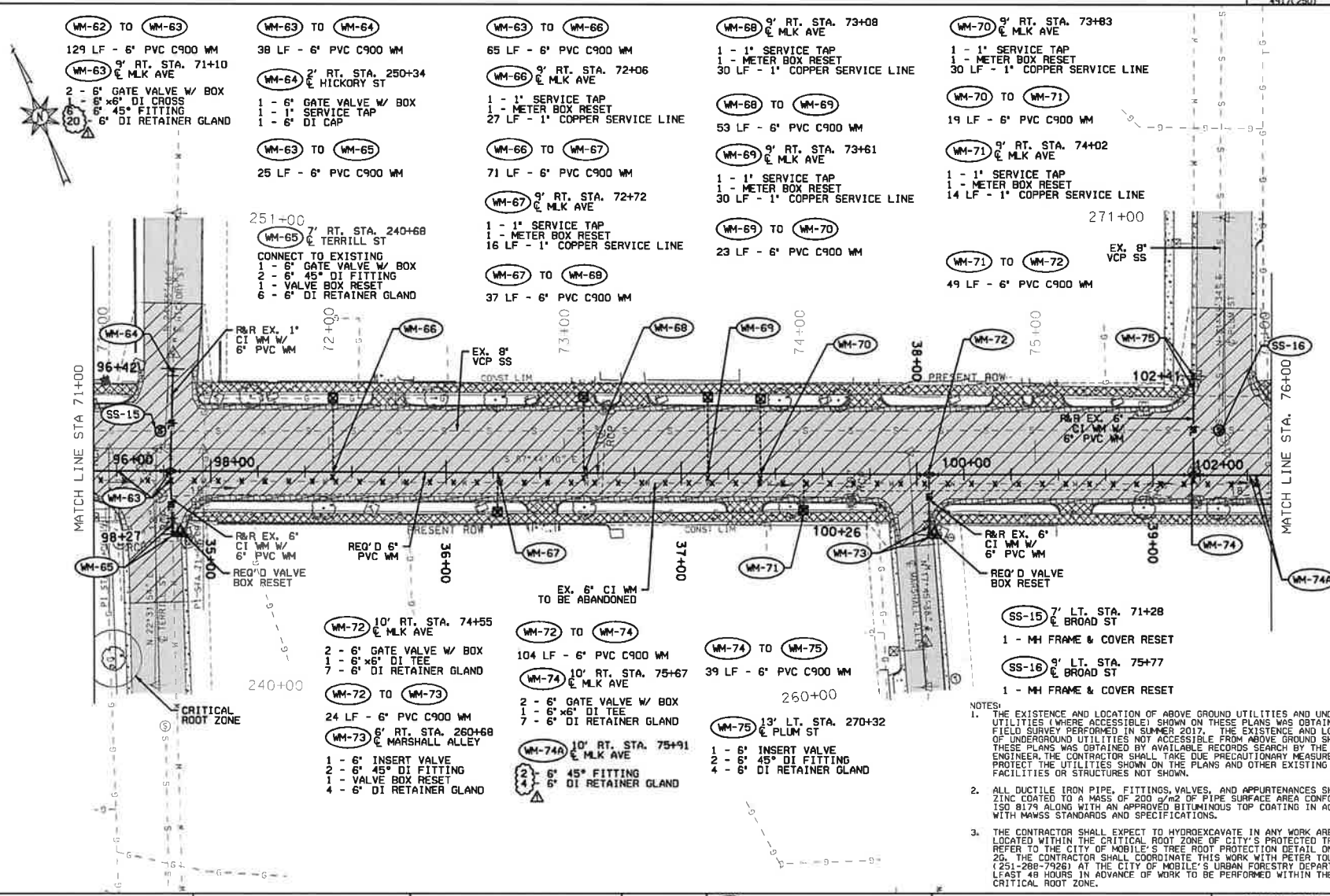
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-491(290)	2025	409



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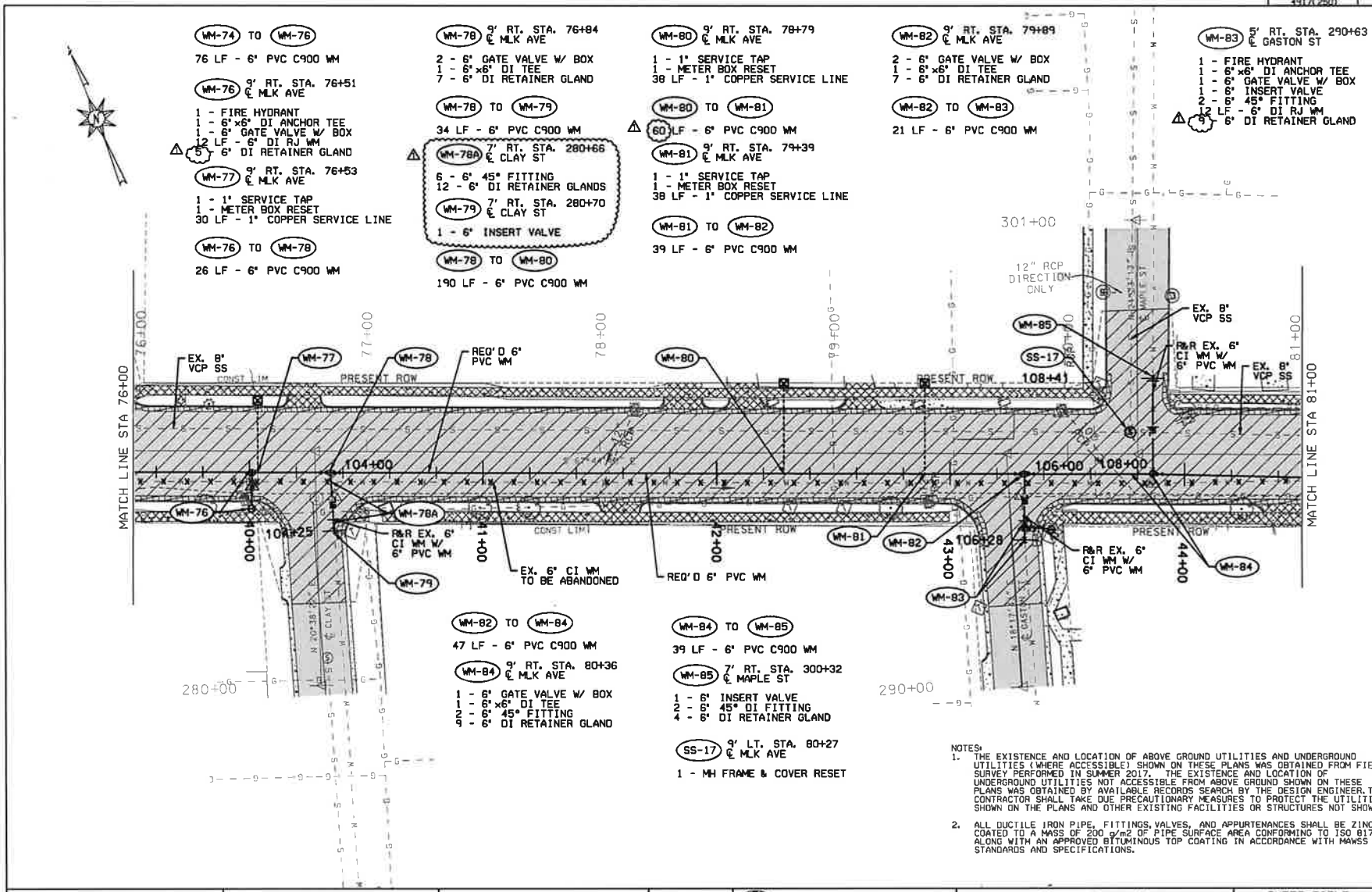
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(280)	2025	410



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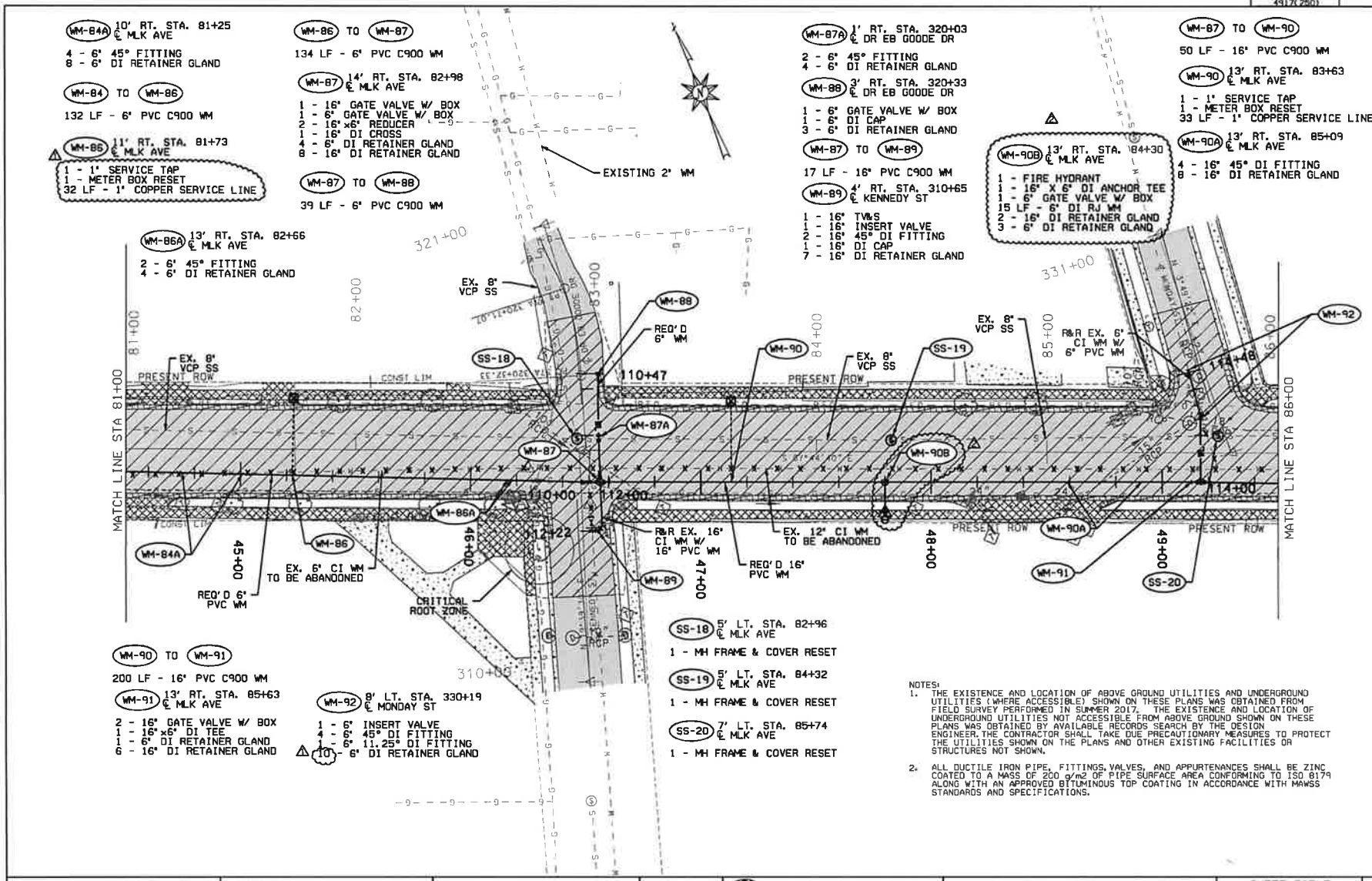
DATE:	DATE:	DATE:	100%			UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4117(250)	2025	411



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CITY OF MOBILE

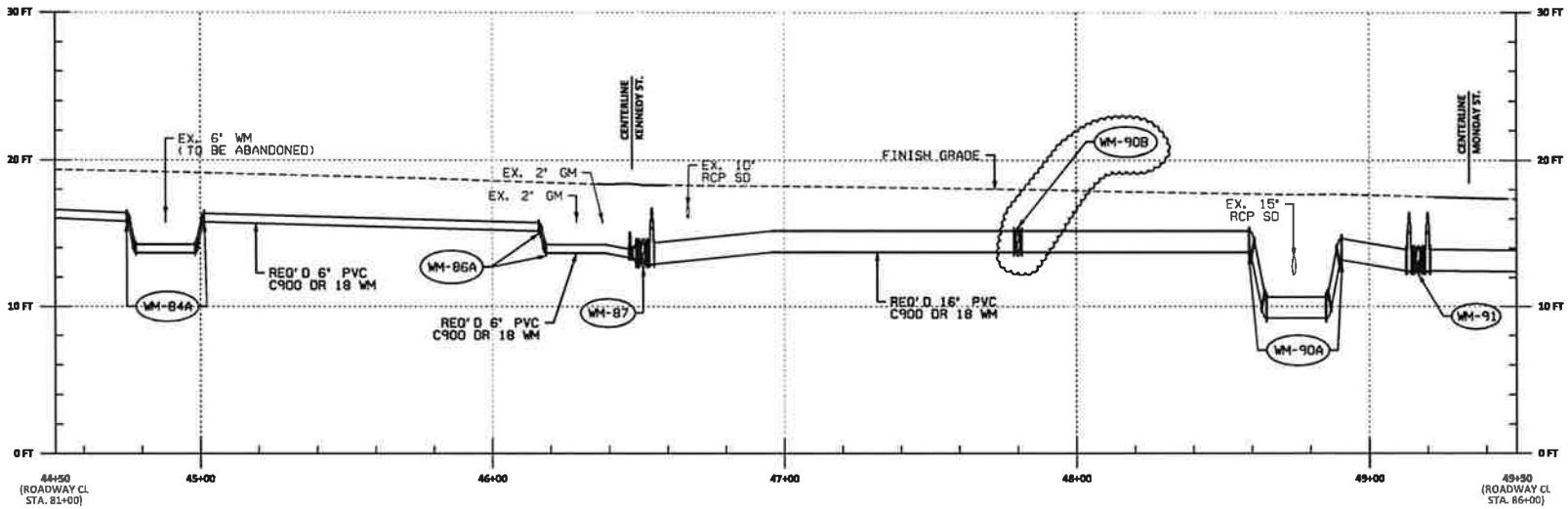
HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4317(280)	2025	411A

MARTIN LUTHER KING, JR. AVENUE



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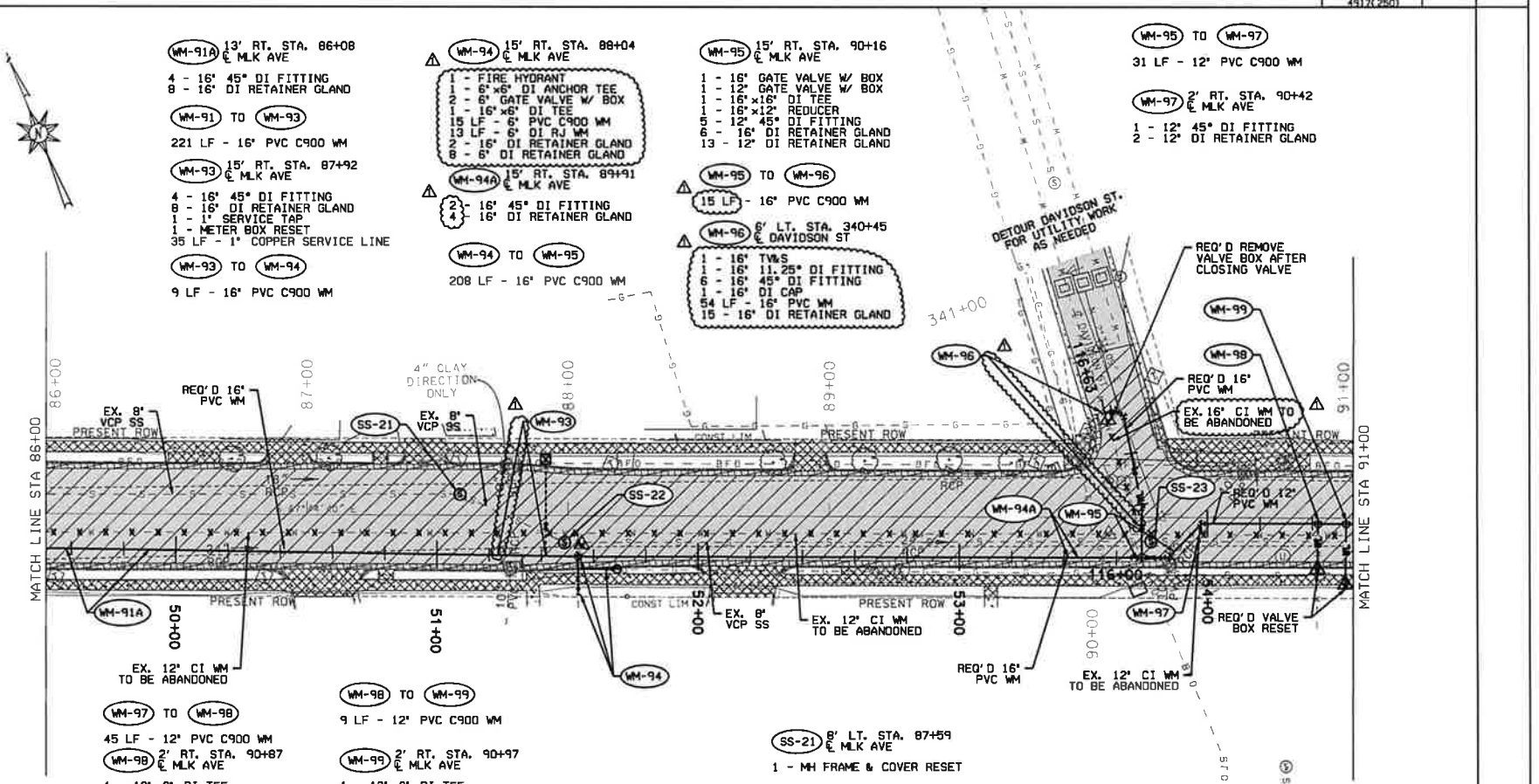
CITY OF MOBILE

HORIZ 20 0 20 VERT 4 0 4 SCALE (FEET)

SHEET TITLE	ROUTE
UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FALP-4317(250)	2025	412



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CITY OF MOBILE

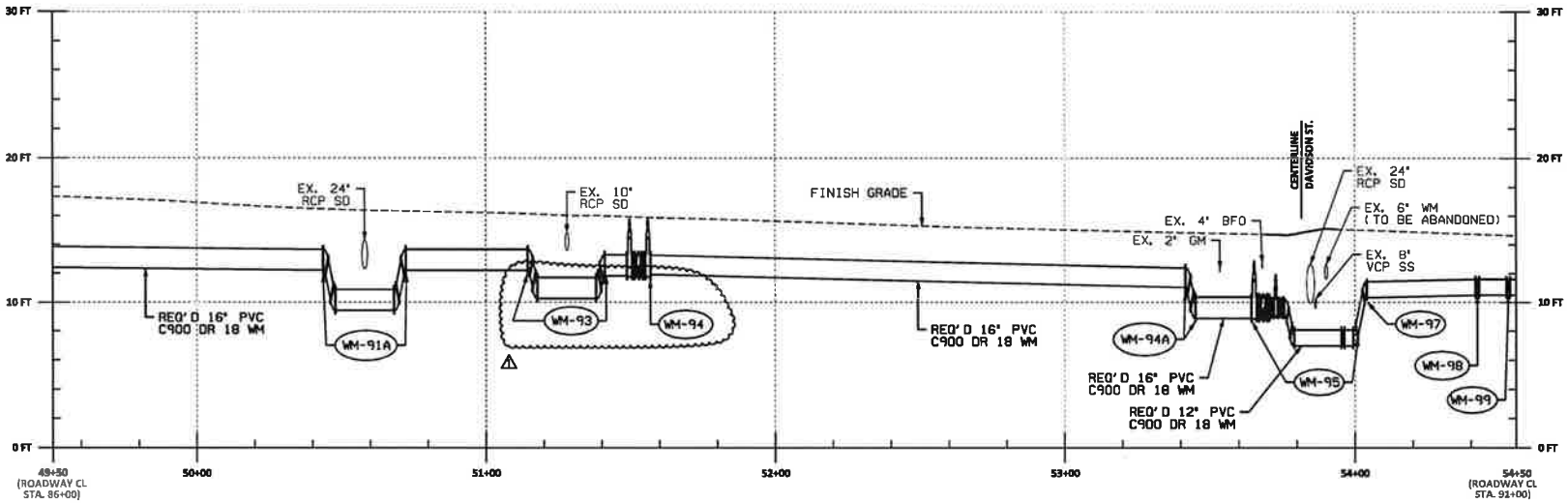
HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	412A

MARTIN LUTHER KING, JR. AVENUE



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DATE:	DATE:	DATE:	100%

CITY OF MOBILE

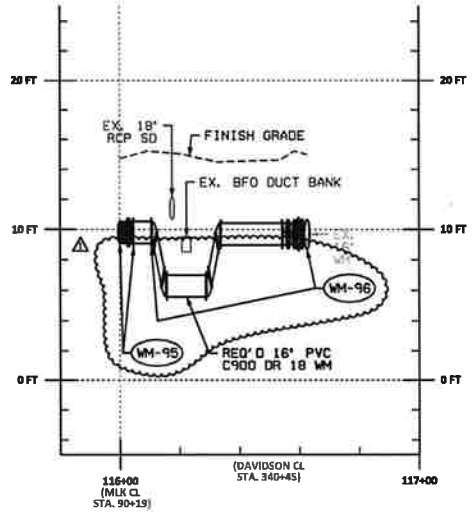
HORIZ 20 0 20 SCALE (FEET) VERT 4 0 4

SHEET TITLE	ROUTE
UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	412B

DAVIDSON STREET



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DATE:	DATE:	DATE:	100%			UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FALP-4917(290)	2025	413

WM-99 TO WM-100

4 LF - 12" PVC C900 WM

WM-100 2' RT. STA. 91+03 ℄ MLK AVE

1 - FIRE HYDRANT
1 - 12"x6" DI ANCHOR TEE
1 - 6" GATE VALVE W/ BOX
27 LF - 6" DI RJ WM
2 - 12" DI RETAINER GLAND
3 - 6" DI RETAINER GLAND

WM-100 TO WM-101

260 LF - 12" PVC C900 WM

WM-101 3' RT. STA. 93+68 ℄ MLK AVE

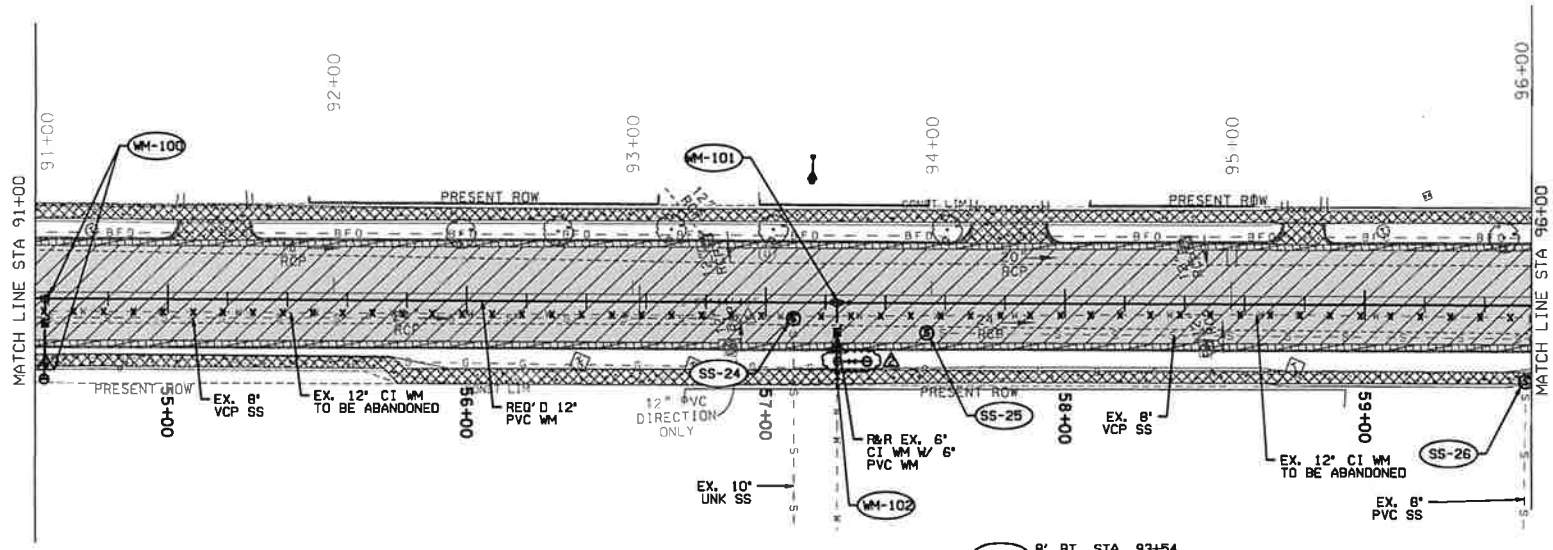
1 - FIRE HYDRANT
1 - 6" X 6" ANCHOR TEE
1 - 12" x 6" DI TEE
2 - 12" GATE VALVE W/ BOX
1 - 6" GATE VALVE W/ BOX
6 - 12" DI RETAINER GLAND
6 - 6" DI RETAINER GLAND
35 LF - 6" DI RJ WM

WM-101 TO WM-102

23 LF - 6" PVC C900 WM

WM-102 13' RT. STA. 93+68 ℄ MLK AVE

4 - 6" INSERT VALVE
8 - 6" 45° DI FITTING
8 - 6" DI RETAINER GLAND



SS-24 8' RT. STA. 93+54 ℄ MLK AVE

1 - MH FRAME & COVER RESET

SS-25 13' RT. STA. 93+98 ℄ MLK AVE

1 - MH FRAME & COVER RESET

SS-26 28' RT. STA. 95+98 ℄ MLK AVE

1 - MH FRAME & COVER RESET

NOTES:

1. THE EXISTENCE AND LOCATION OF ABOVE GROUND UTILITIES AND UNDERGROUND UTILITIES (WHERE ACCESSIBLE) SHOWN ON THESE PLANS WAS OBTAINED FROM FIELD SURVEY PERFORMED IN SUMMER 2017. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES NOT ACCESSIBLE FROM ABOVE GROUND SHOWN ON THESE PLANS WAS OBTAINED BY AVAILABLE RECORDS SEARCH BY THE DESIGN ENGINEER. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.

2. ALL DUCTILE IRON PIPE, FITTINGS, VALVES, AND APPURTENANCES SHALL BE ZINC COATED TO A MASS OF 200 g/m2 OF PIPE SURFACE AREA CONFORMING TO ISO 8179 ALONG WITH AN APPROVED BITUMINOUS TOP COATING IN ACCORDANCE WITH MAWSS STANDARDS AND SPECIFICATIONS.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

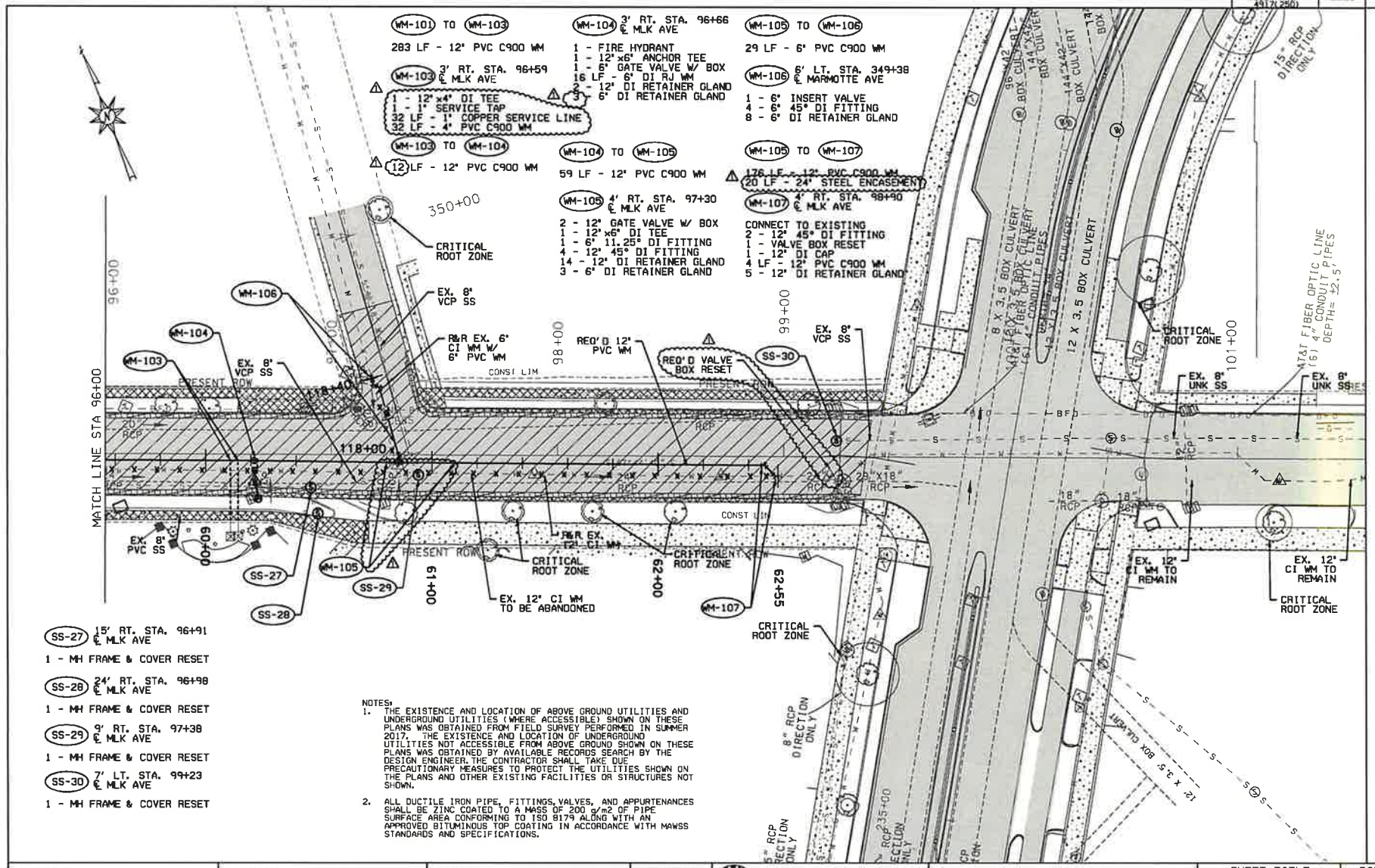
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

UTILITY RELOCATION SHEET

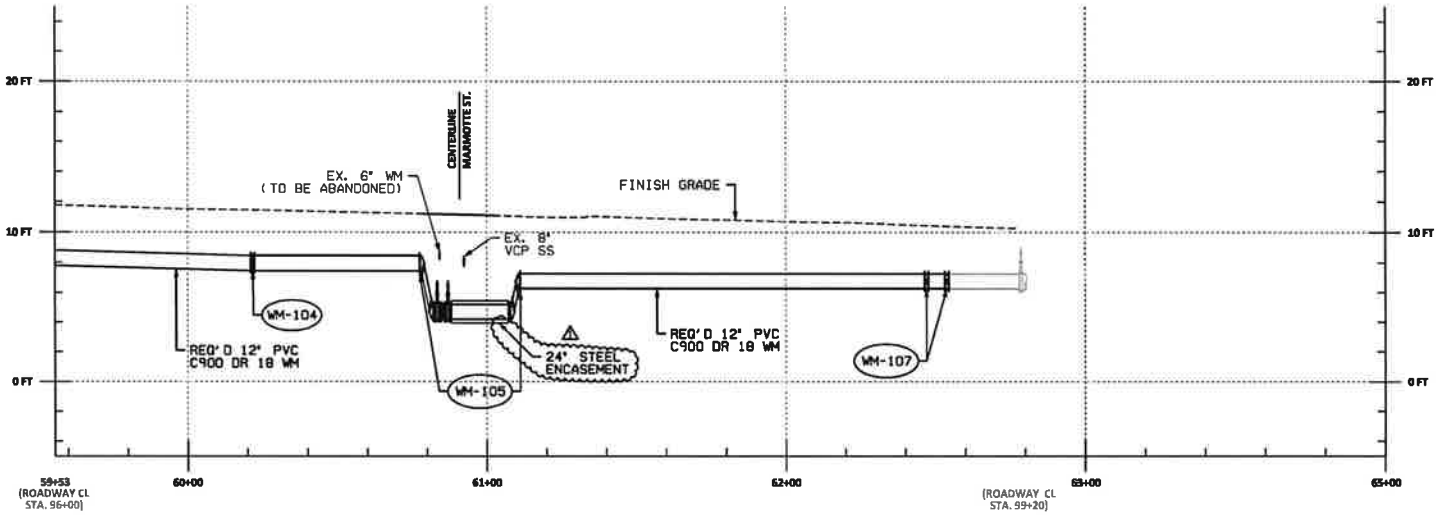
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-EMP-4912.2501	2025	414



UTILITY RELOCATION SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4317(290)	2025	414A

MARTIN LUTHER KING, JR. AVENUE



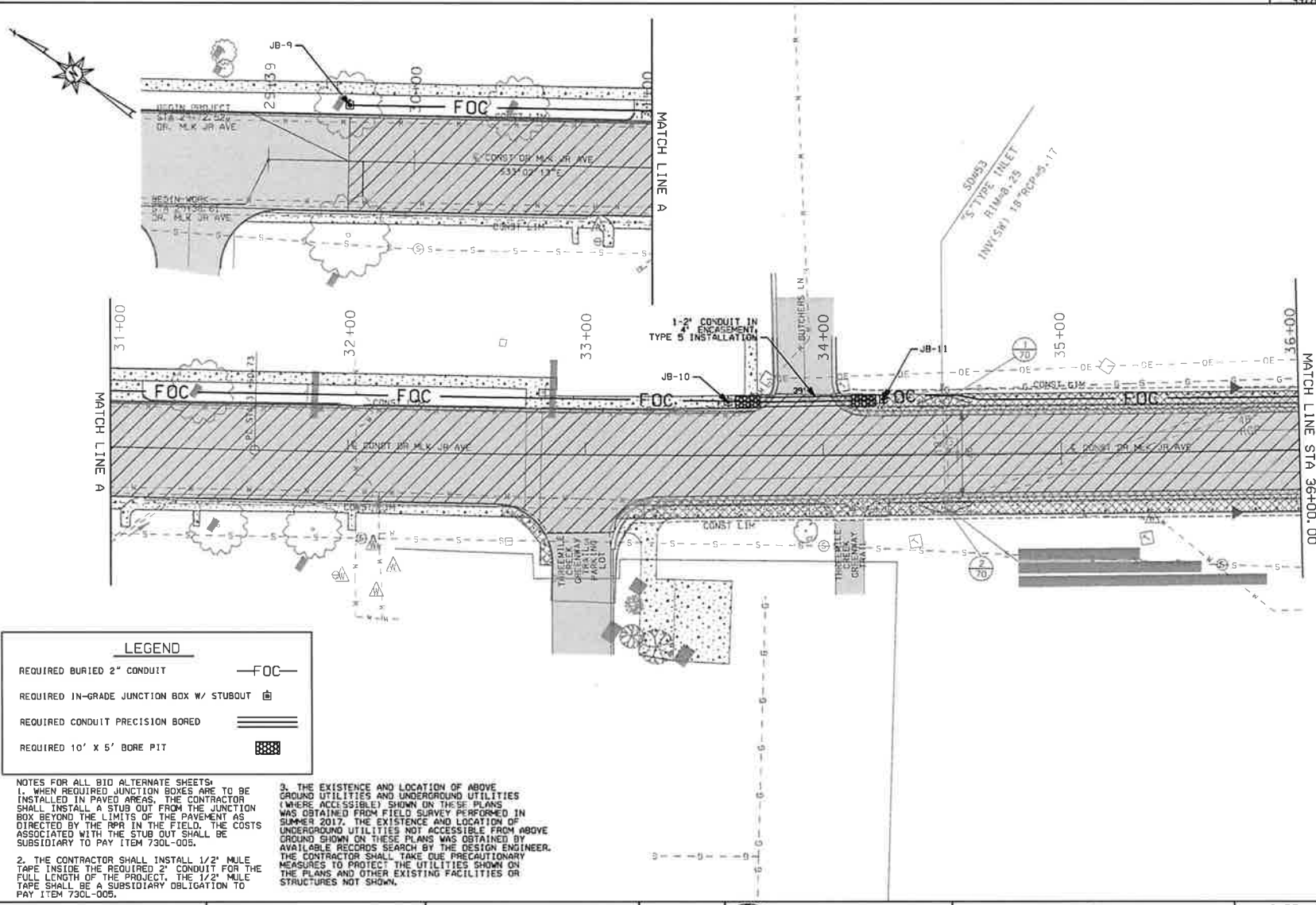
NOTES:

1. THE EXISTENCE AND LOCATION OF ABOVE GROUND UTILITIES AND UNDERGROUND UTILITIES (WHERE ACCESSIBLE) SHOWN ON THESE PLANS WAS OBTAINED FROM FIELD SURVEY PERFORMED IN SUMMER 2017. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES NOT ACCESSIBLE FROM ABOVE GROUND SHOWN ON THESE PLANS WAS OBTAINED BY AVAILABLE RECORDS SEARCH BY THE DESIGN ENGINEER. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
2. THE STATIONING SHOWN ON THESE PLANS ARE BASED UPON THE CENTERLINE OF THE WATERMAIN. REFERENCES TO THE ROADWAY STATIONING ARE PROVIDED IN GRAY SCALE.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 / VERT 4 0 4 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			UTILITY RELOCATION SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO.
2023-2045-01 TIGER-FAUP-4917(280)	2025	420



LEGEND

- REQUIRED BURIED 2" CONDUIT —FOC—
- REQUIRED IN-GRADE JUNCTION BOX W/ STUBOUT
- REQUIRED CONDUIT PRECISION BORED
- REQUIRED 10' X 5' BORE PIT

NOTES FOR ALL BID ALTERNATE SHEETS:

1. WHEN REQUIRED JUNCTION BOXES ARE TO BE INSTALLED IN PAVED AREAS, THE CONTRACTOR SHALL INSTALL A STUB OUT FROM THE JUNCTION BOX BEYOND THE LIMITS OF THE PAVEMENT AS DIRECTED BY THE RPR IN THE FIELD. THE COSTS ASSOCIATED WITH THE STUB OUT SHALL BE SUBSIDIARY TO PAY ITEM 730L-005.

2. THE CONTRACTOR SHALL INSTALL 1/2" MULE TAPE INSIDE THE REQUIRED 2" CONDUIT FOR THE FULL LENGTH OF THE PROJECT. THE 1/2" MULE TAPE SHALL BE A SUBSIDIARY OBLIGATION TO PAY ITEM 730L-005.

3. THE EXISTENCE AND LOCATION OF ABOVE GROUND UTILITIES AND UNDERGROUND UTILITIES (WHERE ACCESSIBLE) SHOWN ON THESE PLANS WAS OBTAINED FROM FIELD SURVEY PERFORMED IN SUMMER 2017. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES NOT ACCESSIBLE FROM ABOVE GROUND SHOWN ON THESE PLANS WAS OBTAINED BY AVAILABLE RECORDS SEARCH BY THE DESIGN ENGINEER. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

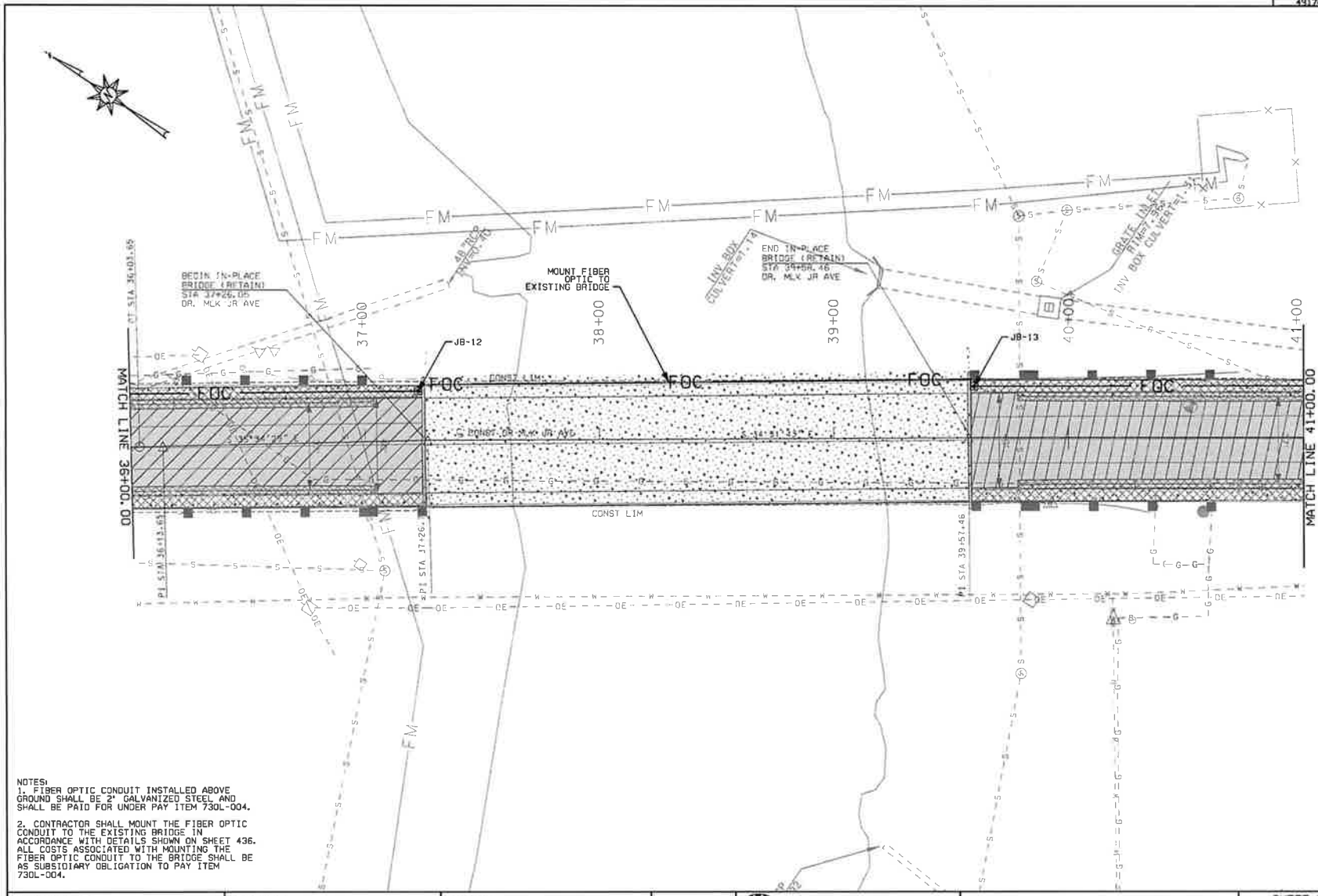
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(280)	2025	421



NOTES:
1. FIBER OPTIC CONDUIT INSTALLED ABOVE GROUND SHALL BE 2" GALVANIZED STEEL AND SHALL BE PAID FOR UNDER PAY ITEM 730L-004.

2. CONTRACTOR SHALL MOUNT THE FIBER OPTIC CONDUIT TO THE EXISTING BRIDGE IN ACCORDANCE WITH DETAILS SHOWN ON SHEET 436. ALL COSTS ASSOCIATED WITH MOUNTING THE FIBER OPTIC CONDUIT TO THE BRIDGE SHALL BE AS SUBSIDIARY OBLIGATION TO PAY ITEM 730L-004.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

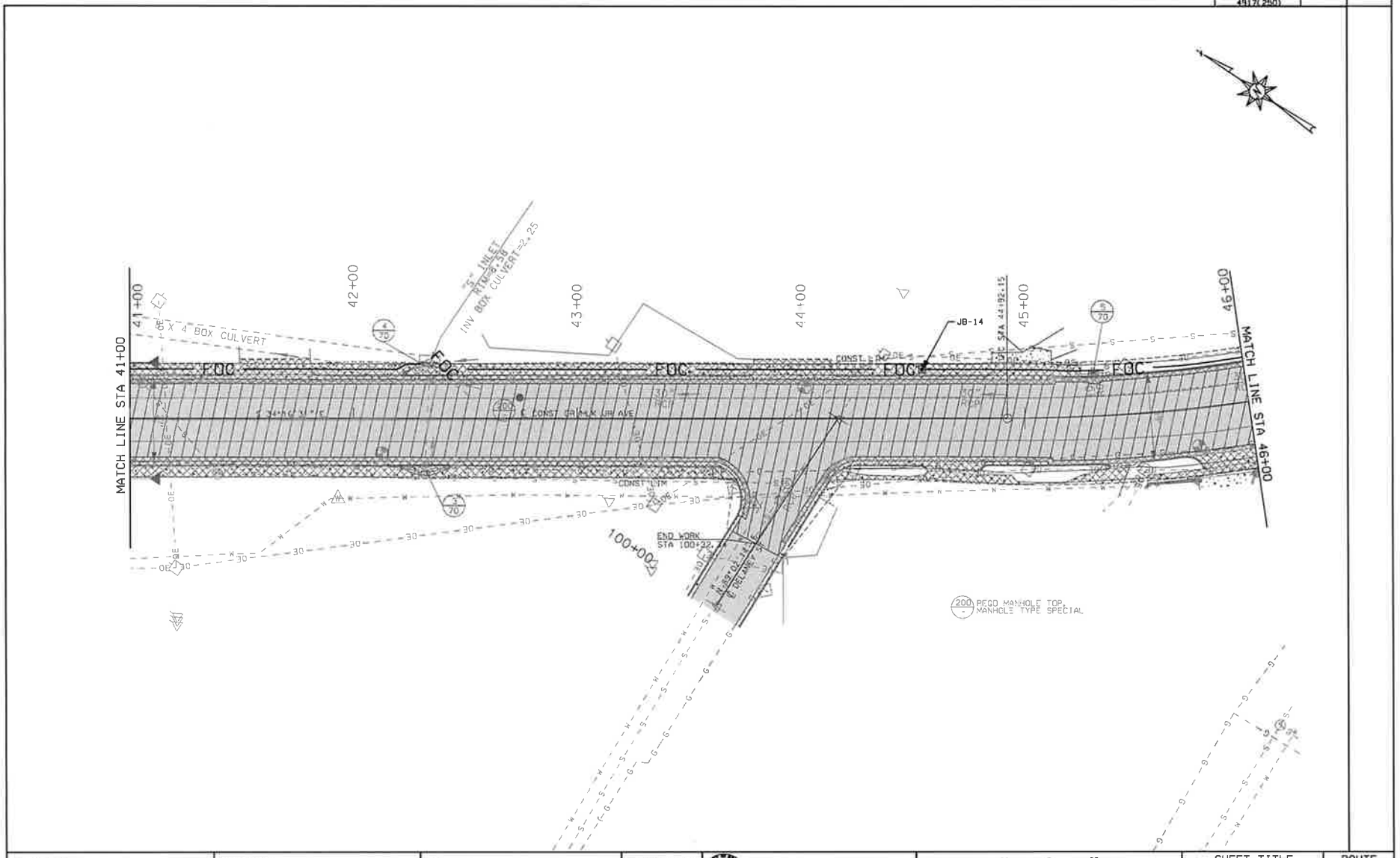
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO.
2023-2045-01 TIGER-FAUP-4917(290)	2025	422



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

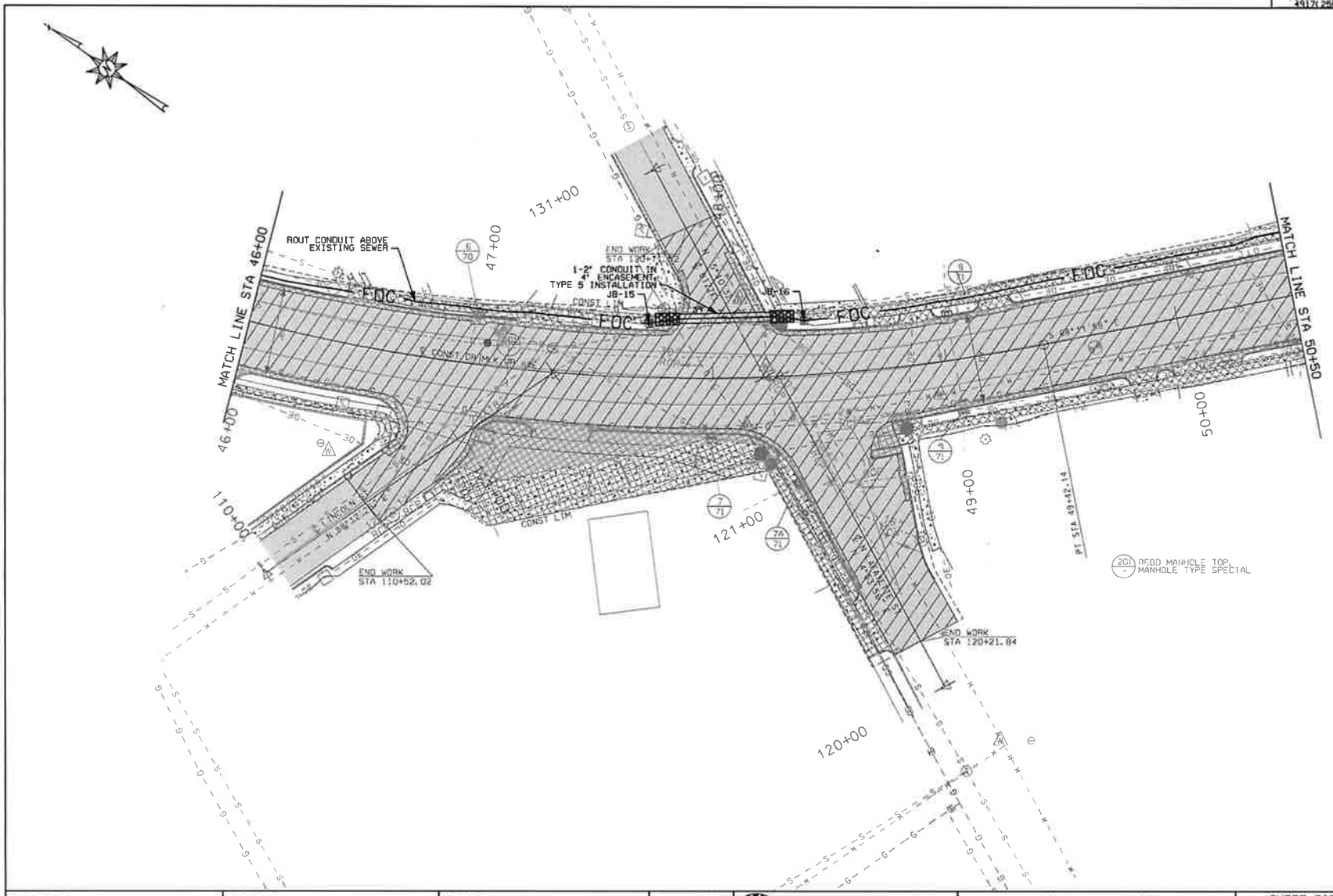
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(280)	2025	423



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

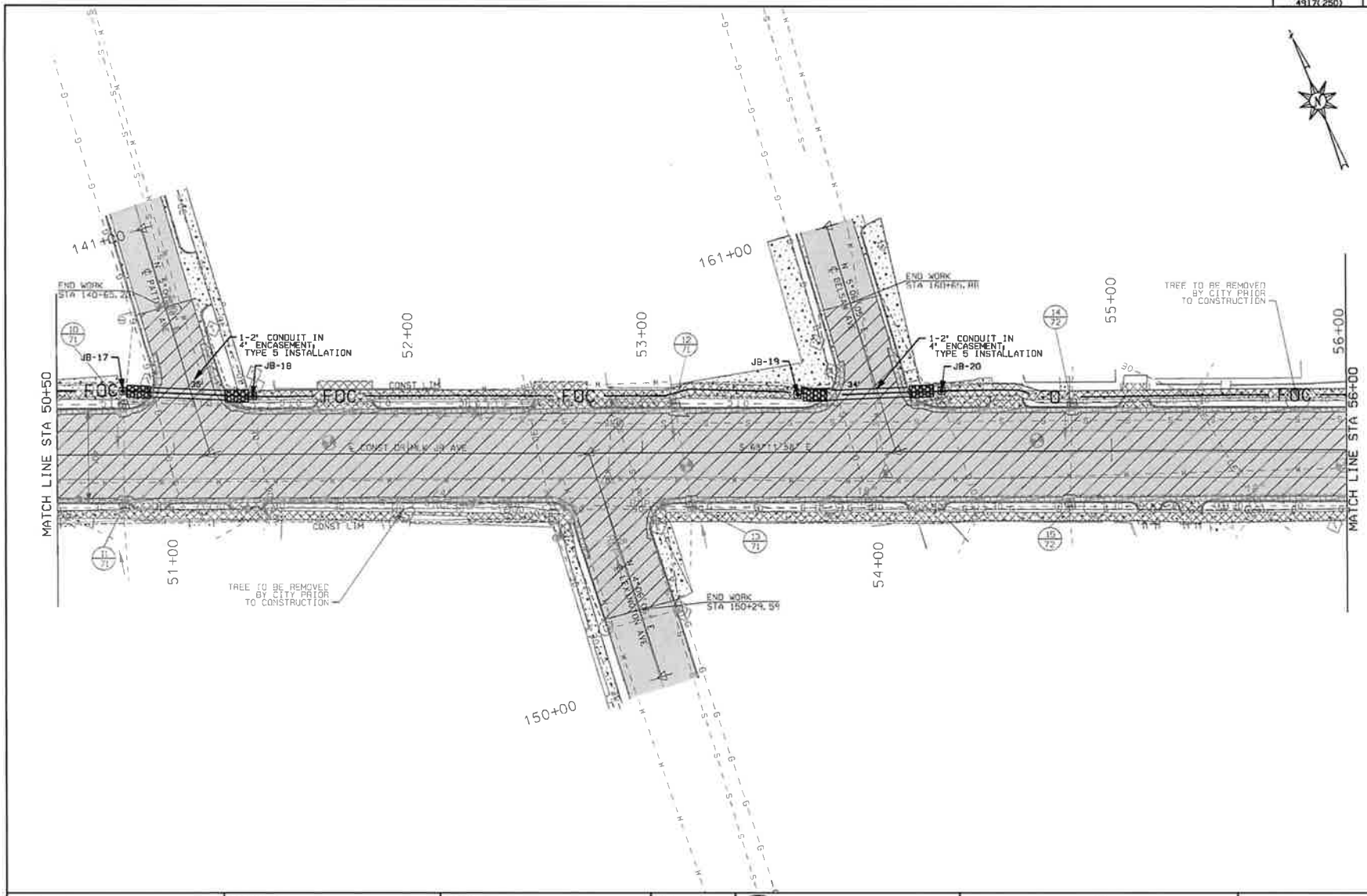
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	424



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

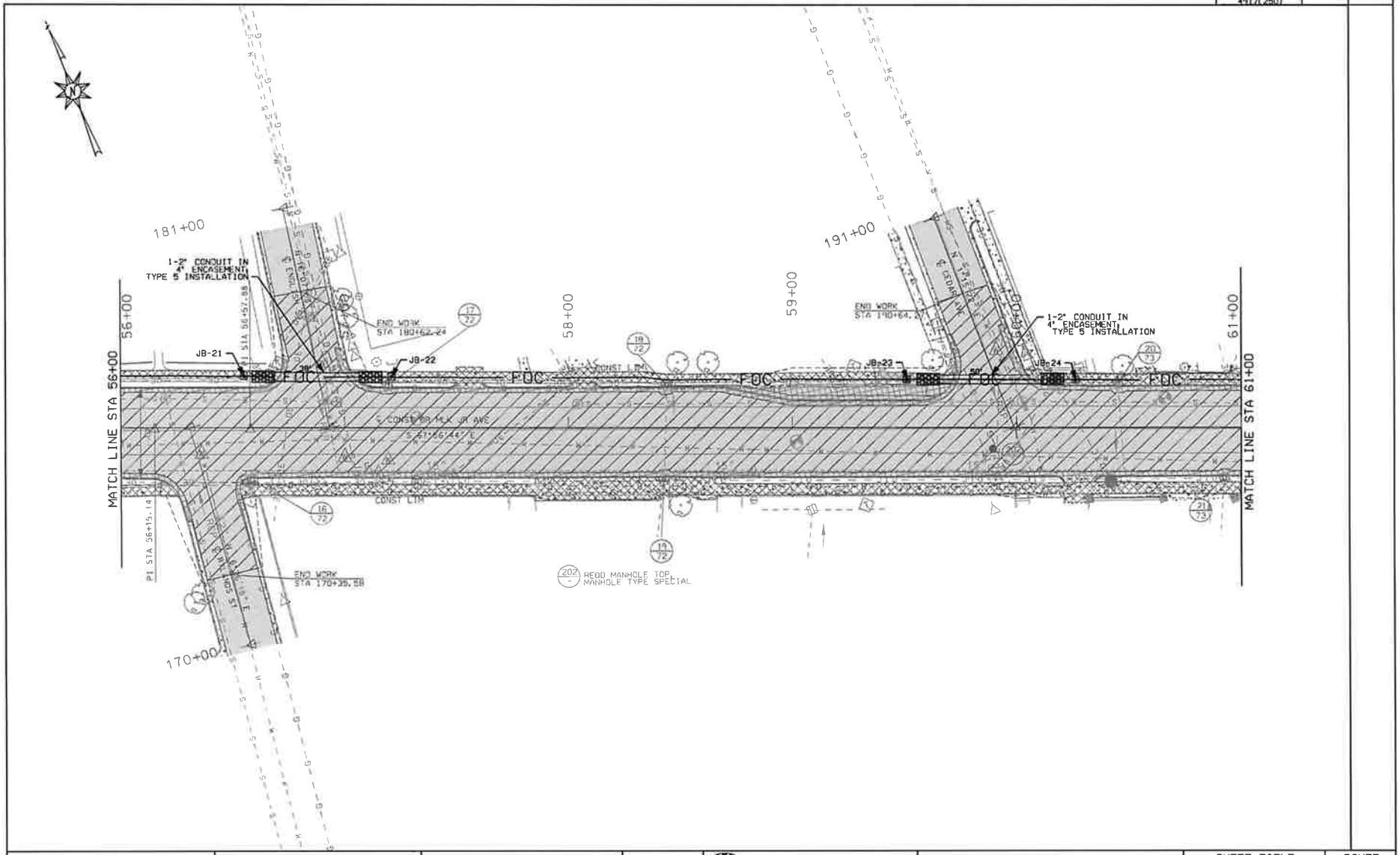
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

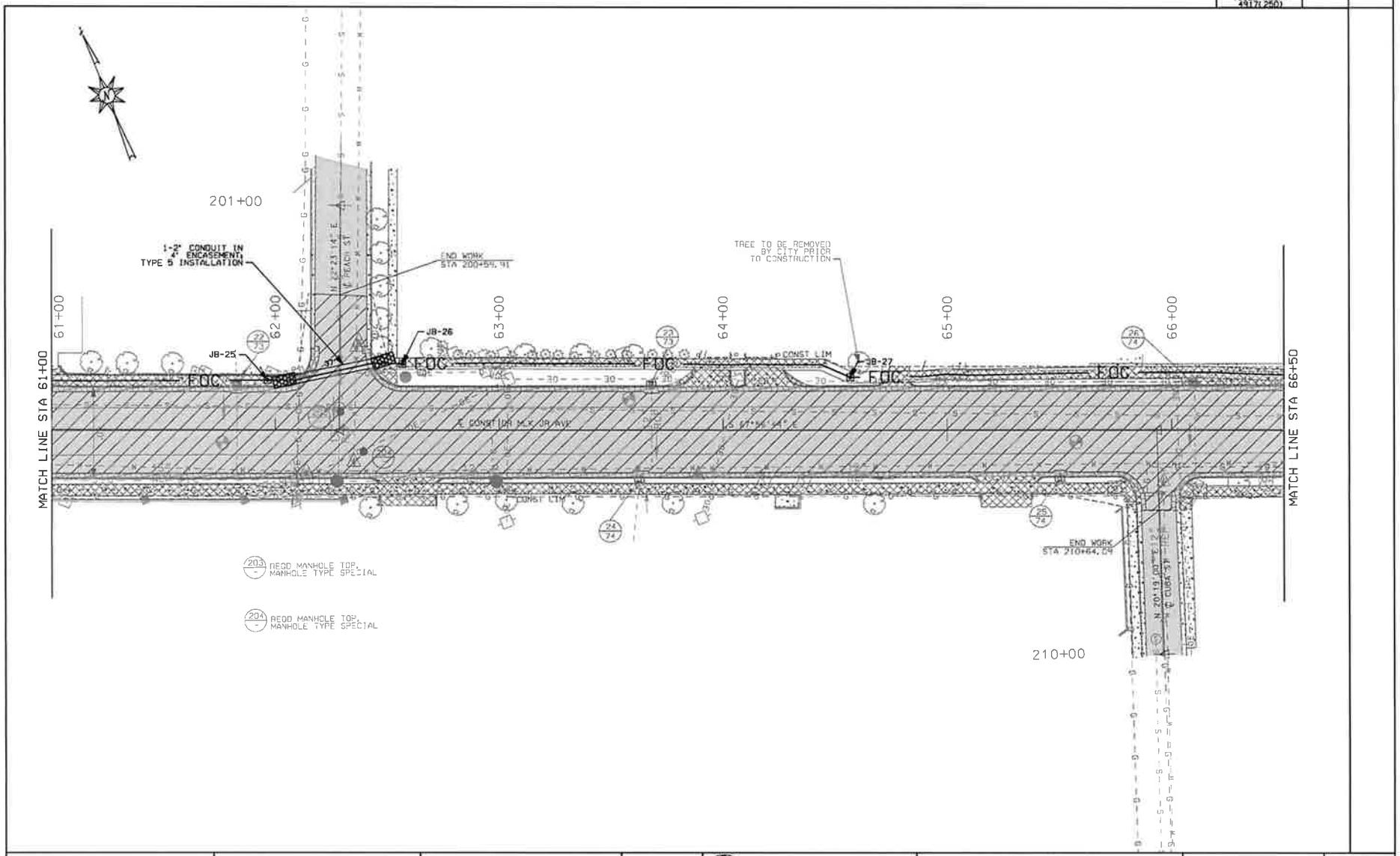
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-F6UP-4417(250)	2025	425



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4317(250)	2025	426



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

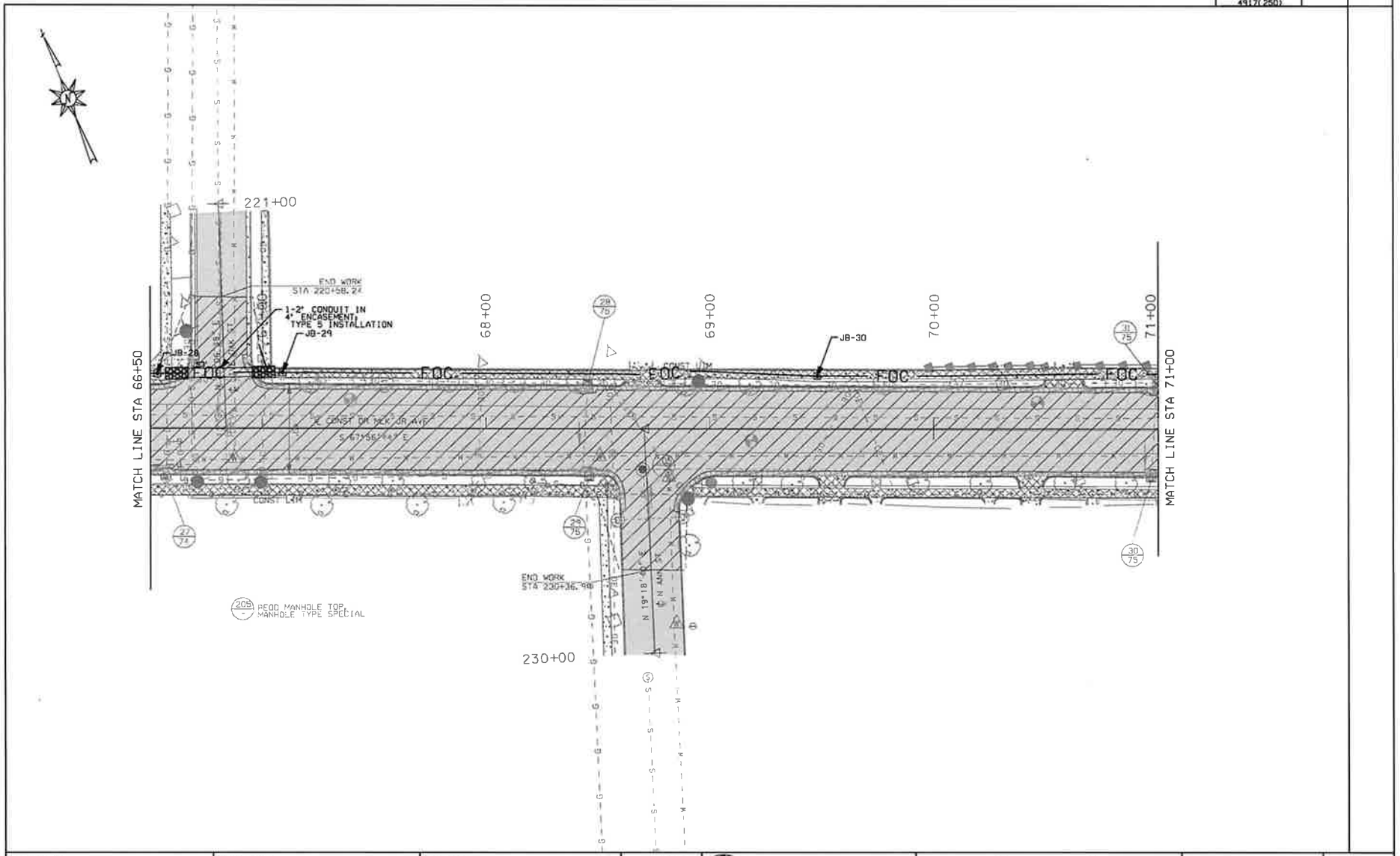
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	393



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

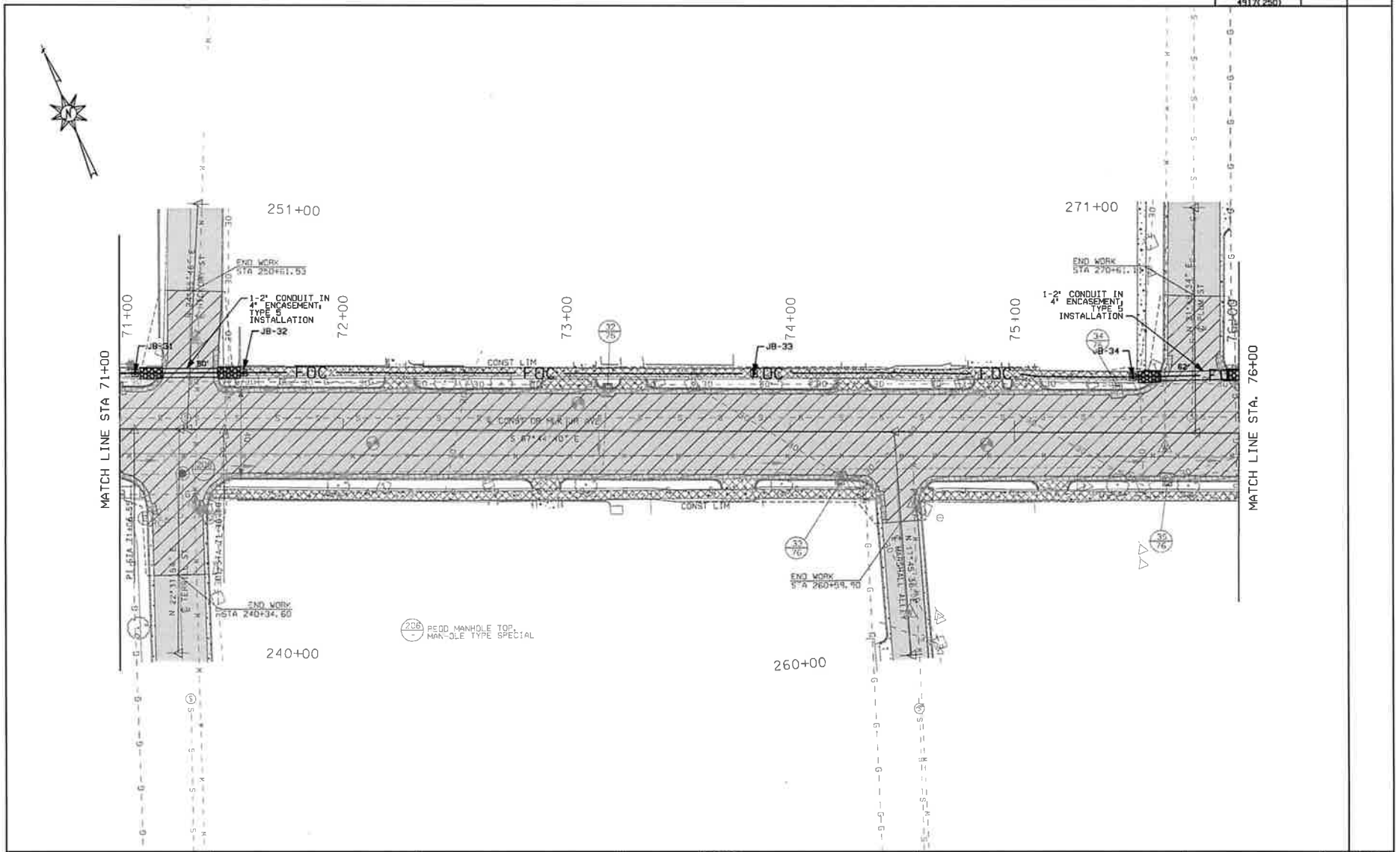
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(290)	2025	428



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

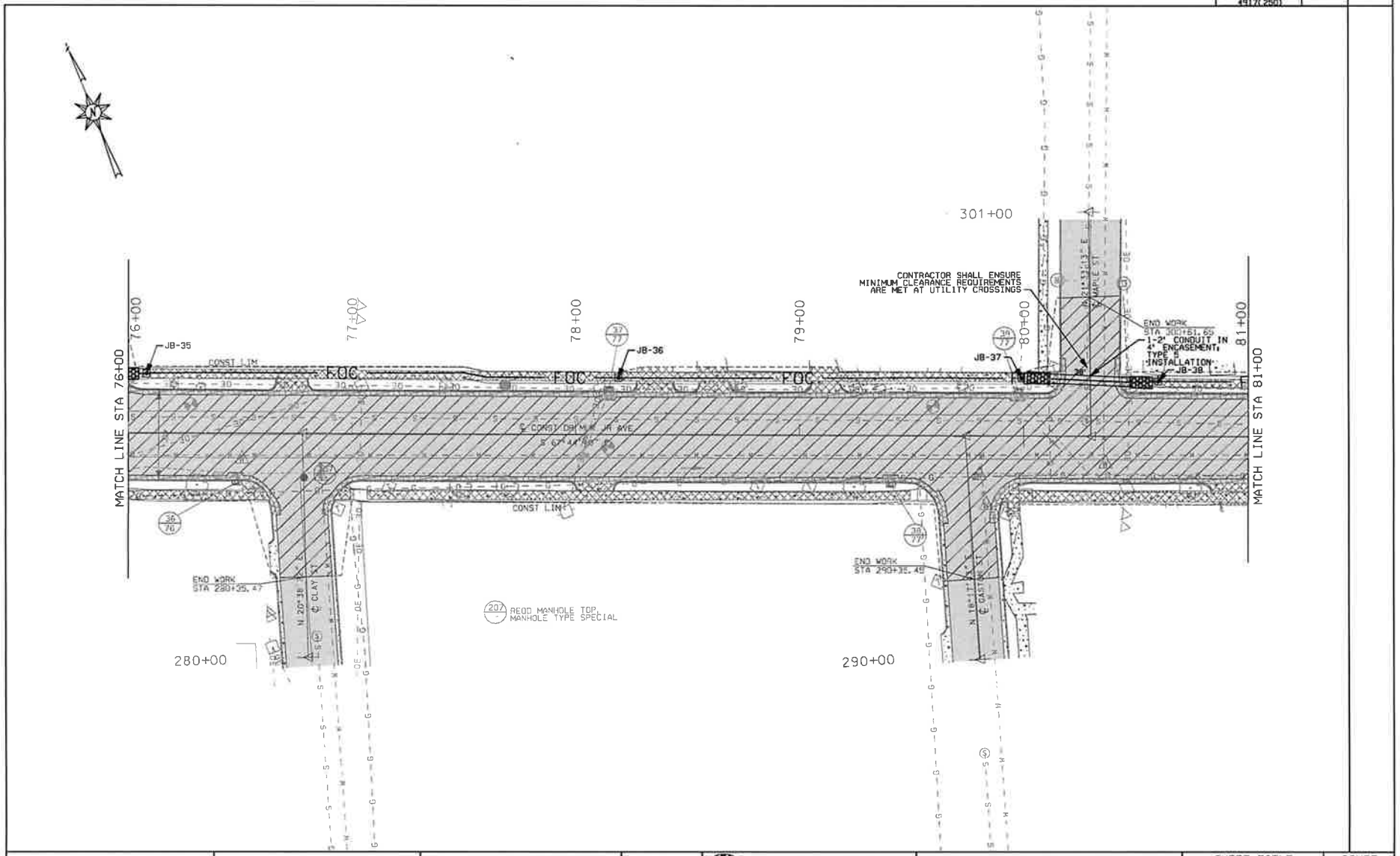
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(280)	2025	429



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

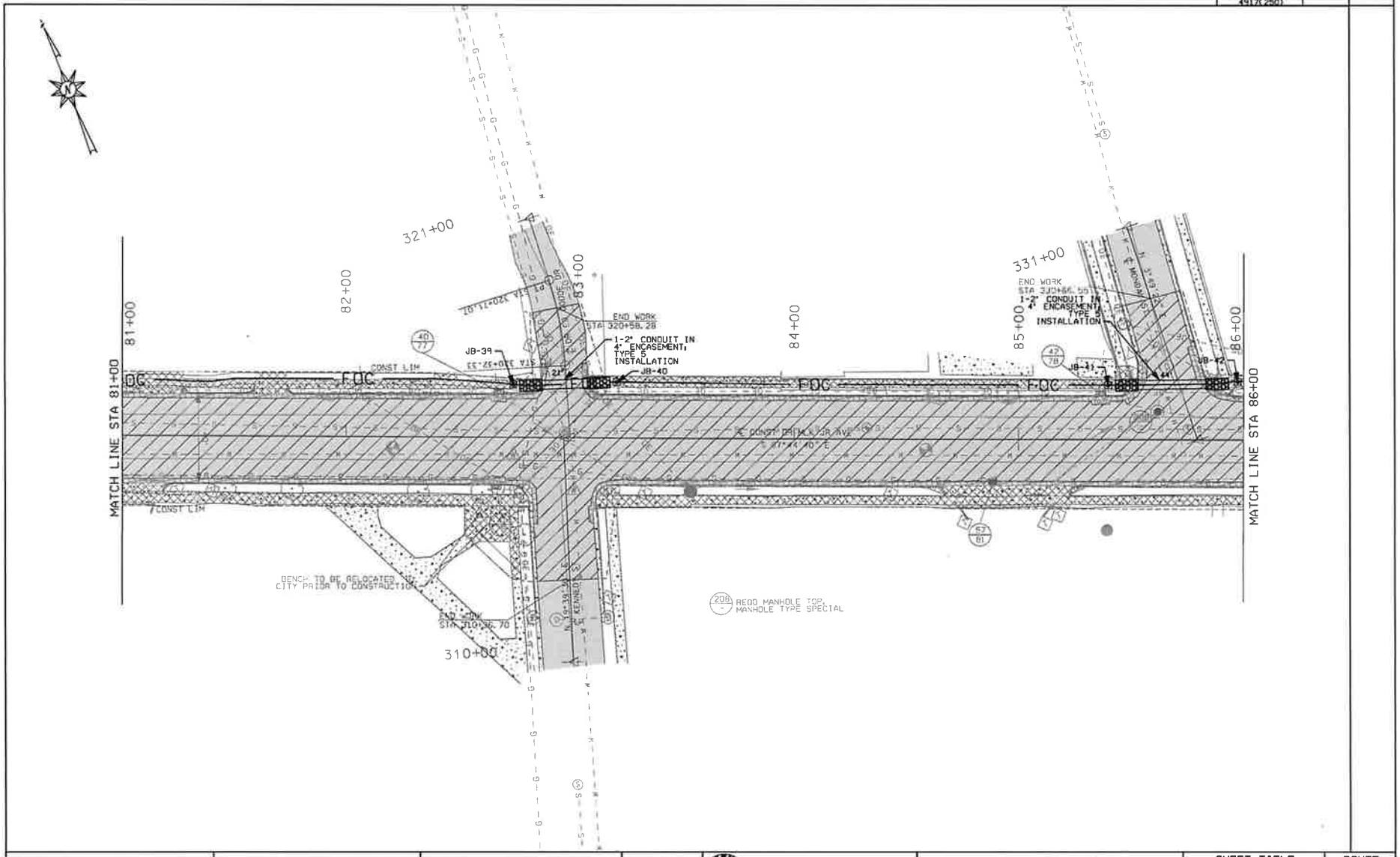
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-491(298)	2025	430



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

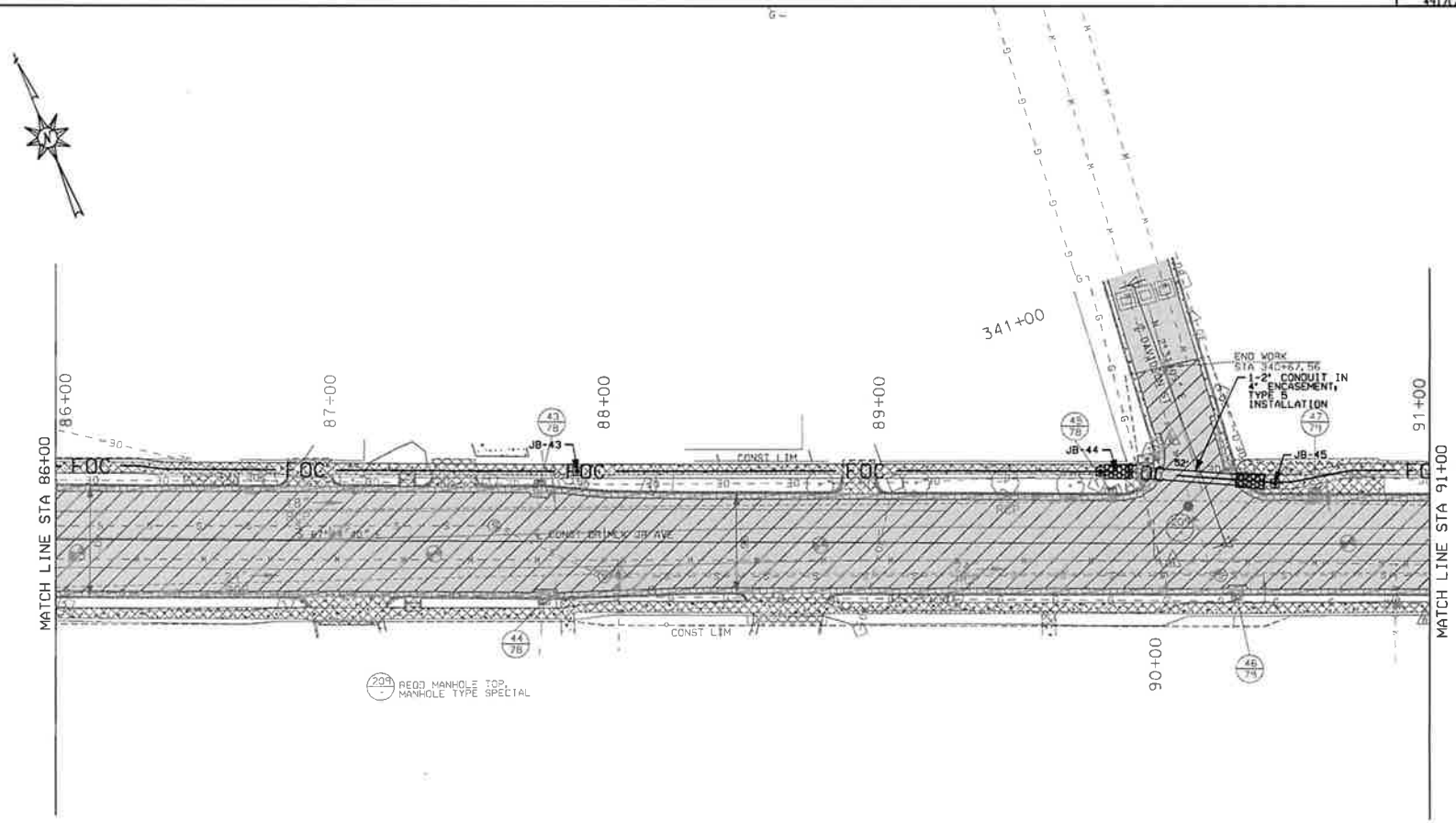
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

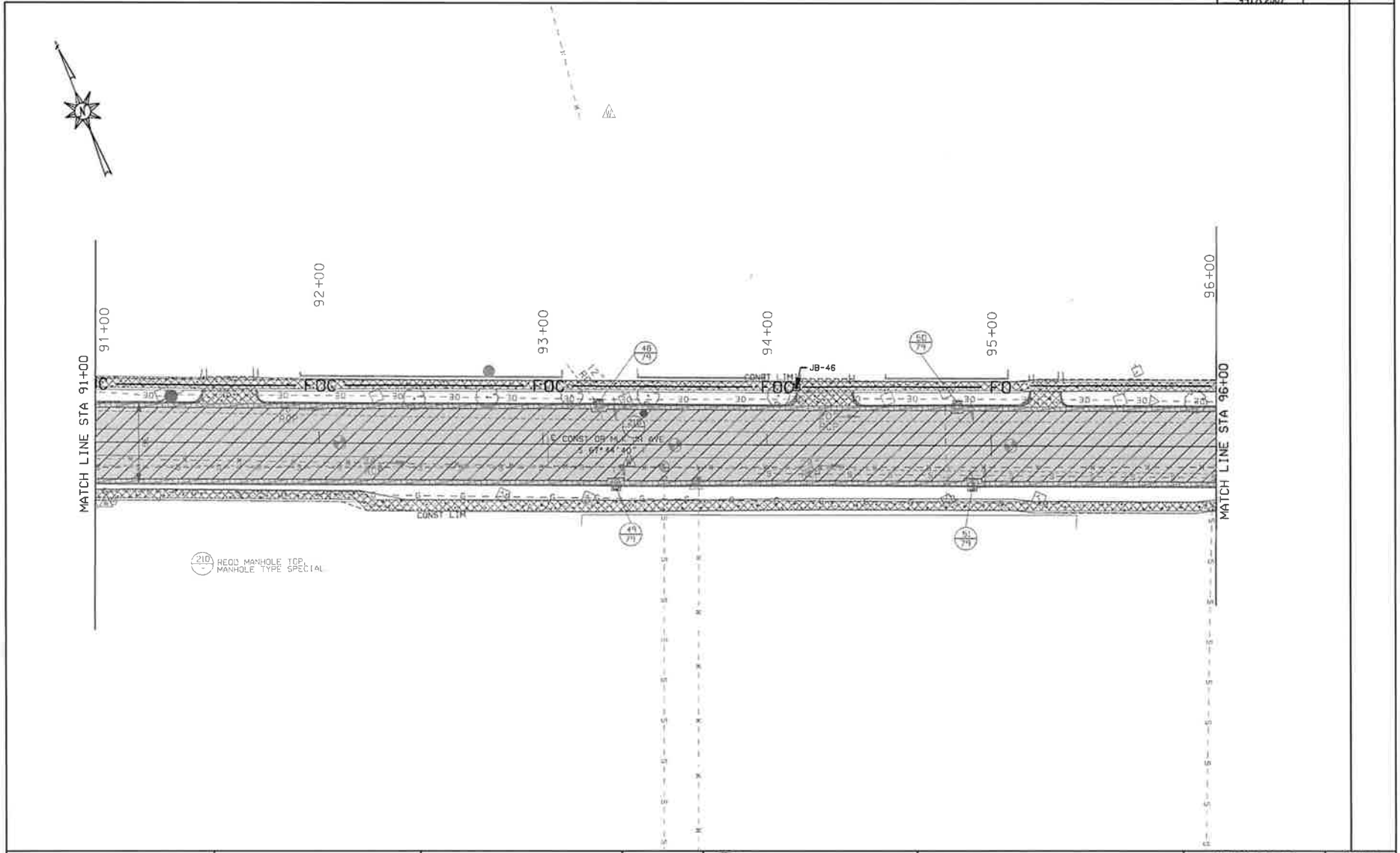
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	431



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(280)	2025	432



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

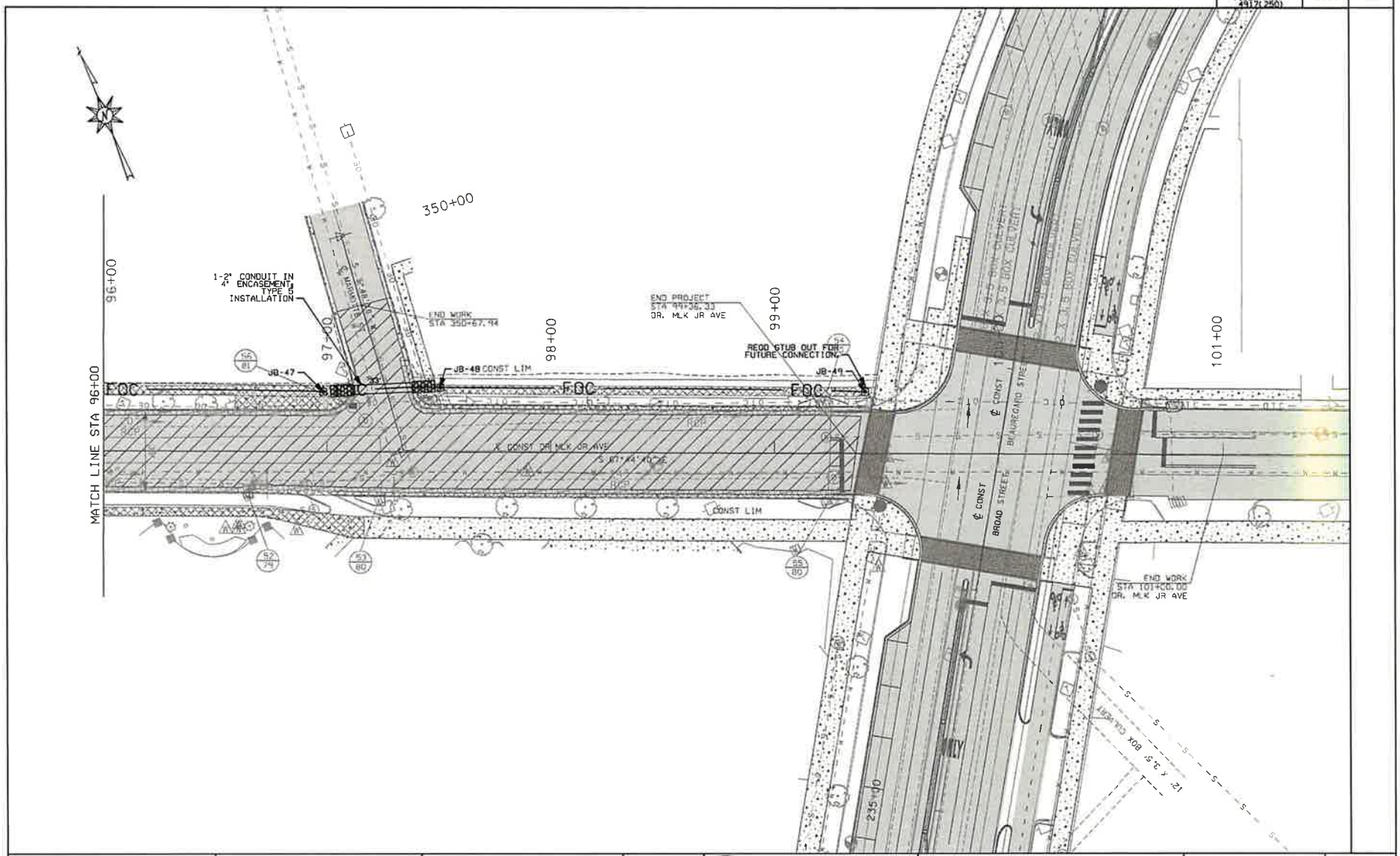
CITY OF MOBILE

HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

BID ALTERNATE - CONDUIT FOR FUTURE USE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	433



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	100%

CITY OF MOBILE

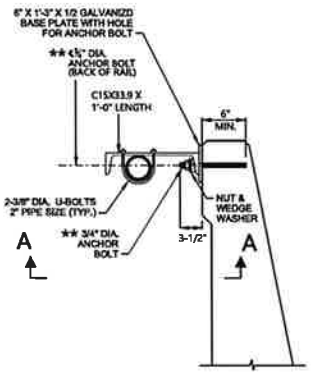
HORIZ 20 0 20 SCALE (FEET)

SHEET TITLE	ROUTE
CONDUIT FOR FUTURE USE SHEET	DR. MLK JR AVENUE

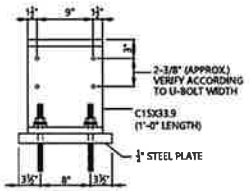
BID ALTERNATE - DETAIL SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01 TIGER-FAUP-4917(250)	2025	435

BRIDGE-MOUNTED CONDUIT DETAIL



CONDUIT SUPPORT DETAIL
SCALE: 1½"=1'-0"



SECTION A-A
SCALE: 1½"=1'-0"

NOTES:
1. SHOP DRAWINGS: SUBMIT SHOP DRAWINGS PRIOR TO FABRICATION.
   A. ANCHOR BOLTS: GALVANIZED ASTM A307 GRADE 35 HEX HEAD. GALVANIZED ASTM 1554 GRADE 55 THREADED RODS FOR ADHESIVE ANCHORS.
   B. ALL BOLTS, NUTS, WASHERS, PLATES, AND STEEL SHAPES SHALL BE HOT-DIPPED GALVANIZED.
2. ALL STEEL SHALL BE A SUBSIDIARY OBLIGATION TO PAY ITEM 530L004.
3. ⅜" ANCHOR BOLTS SHALL BE POST INSTALLED ADHESIVE ANCHORS. USE HIT-HY 200 V3 ADHESIVE AND HILTI HAS THREADED ROD. INSTALLATION SHALL BE IN ACCORDANCE TO MANUFACTURERS RECOMMENDATIONS.
** 4. MAXIMUM 6' SPACING REQUIRED BETWEEN ASSEMBLIES. MINIMUM 6" DISTANCE REQUIRED FROM EDGE OF BARRIER RAIL OR EXPANSION JOINTS.
5. REFER TO ALDOT SPECIAL DRAWING RLD-001, INDEX NO. 75026 FOR CONNECTION FROM BRIDGE MOUNTED CONDUIT TO GROUND MOUNTED JUNCTION BOX.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	100%			BRIDGE-MOUNTED CONDUIT DETAIL SHEET	DR. MLK JR AVENUE

User Id: ashleighcantelow 24-JUL-2025 15:50 Plot Scale=1.000000/1.000000 '\nCOLORTABLE.ctb' '\nPENTABLE.ctb'
Projects\201014 - Broad Street Phase IV\Project Design\Plans Assembly\435_01_specs conduit detail.dgn

CITY OF MOBILE
TIGER 2016 Project Phase Four- Dr. Martin Luther King Jr. Ave from NW of Butchers Lane to Beauregard St
Project No. 2023-2045-01

ADDENDUM #3

This addendum includes the following: (1) revised PROPOSAL form (Attachment "A"). This addendum consists of a total of 13 pages, including the cover page.

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 3. I understand that failure **to confirm the receipt of addenda may be cause for rejection of this submittal.**

McElhenney Construction Company, LLC
Company

Authorized Signature

7/30/2025
Date

THE CONTRACT DOCUMENTS WILL BE AMENDED AS FOLLOWS:

1. Replace the entire ITEM III PROPOSAL (pages 14-24) and insert revised PROPOSAL as provided in Attachment "A."
    a. The only change is to pay item Sp-005 work of similar nature. The price is set at $100,000.

ATTACHMENT "A"

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
206C000	REMOVING CONCRETE SIDEWALK	SQUARE YARD	5420		
206C010	REMOVING CONCRETE DRIVEWAY	SQUARE YARD	693		
206D001	REMOVING GUARDRAIL	LINEAR FOOT	233		
206D003	REMOVING CURB AND GUTTER	LINEAR FOOT	11048		
206D011	REMOVING FENCE	LINEAR FOOT	466		
206E001	REMOVING INLETS	EACH	59		
206E003	REMOVING MANHOLES	EACH	1		
206E008	REMOVING GUARDRAIL END ANCHOR (ALL TYPE)	EACH	7		
209A000	MAILBOX RESET, SINGLE	EACH	14		
210A000	UNCLASSIFIED EXCAVATION	CUBIC YARD	3860		
210A000A	HYDRO-EXCAVATION FOR TREE ROOT PROTECTION	DAY	5		
210D022	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A-2-4(0) OR A- 4(0)	CUBIC YARD	1000		
305B078	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	TON	1809		
401A000	BITUMINOUS TREATMENT A	SQUARE YARD	6186		
405A000	TACK COAT	GALLON	1677		
408A052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	SQUARE YARD	30283		
424A361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	4188		
424B654	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	500		
424B655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	1510		
424B658	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	500		
430B040	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	TON	500		
517A004	ORNAMENTAL HANDRAIL	LINEAR FOOT	460		
530F000	VIDEO INSPECTION OF EXISTING ROADWAY PIPE	LINEAR FOOT	11393		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
534C000	CLEANING EXISTING MANHOLE	EACH	11		
534E000	CLEANING EXISTING CULVERT (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	LINEAR FOOT	318		
534E001	CLEANING EXISTING PIPE (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	LINEAR FOOT	11075		
600A000	MOBILIZATION	LUMP SUM	1		
602C000	PERMANENT EASEMENT MARKER	EACH	5		
606A000	6" UNDERDRAIN PIPE	LINEAR FOOT	100		
610D003	FILTER BLANKET, GEOTEXTILE	SQUARE YARD	180		
618A000	CONCRETE SIDEWALK, 4" THICK	SQUARE YARD	5658		
618A001	CONCRETE SIDEWALK, 6" THICK	SQUARE YARD	733		
618B003	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH)	SQUARE YARD	623		
618C001	DETECTABLE WARNING SURFACE	SQUARE FOOT	640		
618D000	CURB RAMP	SQUARE YARD	328		
620A000	MINOR STRUCTURE CONCRETE	CUBIC YARD	5		
621C001	INLETS, TYPE B	EACH	2		
621C015	INLETS, TYPE S1 OR S3 (1 WING)	EACH	1		
621C017	INLETS, TYPE S1 OR S3 (2 WING)	EACH	5		
621C018	INLETS, TYPE S2 OR S4 (2 WING)	EACH	1		
621C030	INLETS, TYPE "SPECIAL"	EACH	49		
621D015	INLET UNITS, TYPE S1 OR S3	EACH	2		
621D016	INLET UNITS, TYPE S2 OR S4	EACH	1		
621E000	MANHOLES, TYPE SPECIAL	EACH	11		
623A000	CONCRETE GUTTER	LINEAR FOOT	2024		
623B002	CONCRETE CURB, TYPE A	LINEAR FOOT	9147		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
623C003	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	LINEAR FOOT	1728		
630A001	STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	LINEAR FOOT	320		
630C079	GUARDRAIL END ANCHOR, TYPE 13 (MASH)	EACH	3		
630C080	GUARDRAIL END ANCHOR, TYPE 20 SERIES (MASH)	EACH	4		
637A000	FENCE RESET	LINEAR FOOT	248		
650A000	TOPSOIL	CUBIC YARD	376		
652A100	SEEDING	ACRE	1		
652C000	MOWING	ACRE	2		
654A001	SOLID SODDING (BERMUDA)	SQUARE YARD	3387		
656A010	MULCHING	ACRE	1		
665A000	TEMPORARY SEEDING	ACRE	4		
665B001	TEMPORARY MULCHING	TON	12		
665E000	POLYETHYLENE	SQUARE YARD	3000		
665G000	SAND BAGS	EACH	100		
665J002	SILT FENCE	LINEAR FOOT	3100		
665N000	TEMPORARY COARSE AGGREGATE,ALDOT NUMBER 1	TON	50		
665O001	SILT FENCE REMOVAL	LINEAR FOOT	3100		
665Q002	WATTLE	LINEAR FOOT	4508		
666A001	PEST CONTROL TREATMENT	ACRE	2		
680A001	GEOMETRIC CONTROLS	LUMP SUM	1		
701A227	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	7		
701A230	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	3		
701B207	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	7481		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
701C001	SOLID TEMPORARY TRAFFIC STRIPE	MILE	10		
701E010	BROKEN TEMPORARY TRAFFIC STRIPE	LINEAR FOOT	200		
701G146	SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE (5"WIDE)	LINEAR FOOT	1404		
701G154	SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	468		
701G242	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LINEAR FOOT	200		
701H000	SOLID TRAFFIC STRIPE REMOVED (PAINT)	LINEAR FOOT	940		
701H005	BROKEN TRAFFIC STRIPE REMOVED (PAINT)	LINEAR FOOT	470		
703A002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FOOT	5936		
703A011	TRAFFIC CONTROL MARKINGS, CLASS W, TYPE A	SQUARE FOOT	21		
703B002	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	SQUARE FOOT	67		
703D001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FOOT	5936		
703H000	SPECIALTY TRAFFIC CONTROL MARKINGS	SQUARE FOOT	788		
705A030	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	EACH	17		
705A037	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	EACH	146		
705A038	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	EACH	39		
710A160	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)	SQUARE FOOT	145		
710A165	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND, FLUORESCEN	SQUARE FOOT	39		
710A170	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND)	SQUARE FOOT	270		
710B021	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2 ", 14 GA SQUARE TUBULAR	LINEAR FOOT	448		
710C000	REMOVAL OF EXISTING ROADWAY SIGNS	LUMP SUM	1		
730A000	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST)	LUMP SUM	1		
730A001	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ CEDAR AVE)	LUMP SUM	1		
730A002	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
730A003	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ LIVE OAK ST)	LUMP SUM	1		
730A004	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1		
730A005	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1		
730C000	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N LAFAYETTE ST	LUMP SUM	1		
730C001	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1		
730C002	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1		
730C003	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1		
730E000	METAL TRAFFIC SIGNAL POLE FOUNDATION	EACH	14		
730F000	METAL TRAFFIC SIGNAL POLE WITH 20 FT MAST ARM	EACH	1		
730F001	METAL TRAFFIC SIGNAL POLE WITH 25 FT MAST ARM	EACH	2		
730F002	METAL TRAFFIC SIGNAL POLE WITH 30 FT MAST ARM	EACH	2		
730F003	METAL TRAFFIC SIGNAL POLE WITH 35 FT MAST ARM	EACH	5		
730F004	METAL TRAFFIC SIGNAL POLE WITH 40 FT MAST ARMS	EACH	1		
730F005	METAL TRAFFIC SIGNAL POLE WITH 25 FT AND 40 FT MAST ARMS	EACH	1		
730F006	METAL TRAFFIC SIGNAL POLE WITH 30 FT AND 35 FT MAST ARMS	EACH	2		
730K001	TRAFFIC SIGNAL JUNCTION BOX, TYPE S1	EACH	10		
730K002	TRAFFIC SIGNAL JUNCTION BOX, TYPE S2	EACH	6		
730L003	1", NON-METALLIC, CONDUIT	LINEAR FOOT	242		
730L005	2", NON-METALLIC, CONDUIT	LINEAR FOOT	1286		
730N000	LUMINAIRE EXTENSION ASSEMBLY,	EACH	13		
730O115	ILLUMINATED SIGN ASSEMBLY WITH FLASHING BEACON, UTILITY POWERED	EACH	2		
730P022	VEHICULAR SIGNAL HEAD, 12 INCH, 3 SECTION, TYPE LED	EACH	30		
730P100	PEDESTRIAN SIGNAL HEAD, TYPE LED	EACH	10		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
730Q001	MISCELLANEOUS EQUIPMENT, PEDESTRIAN PUSH BUTTON (APS)	EACH	10		
730R040	CONTROLLER ASSEMBLY, TYPE NEMA, 8 CHANNELS	EACH	4		
730T010	ELECTRICAL POWER SERVICE ASSEMBLY WITH WOOD POLE	EACH	4		
730U400	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N LAFAYETTE ST)	LUMP SUM	1		
730U401	RADAR DETECTION SYSTEM (DR MLK JR AVE @ PEACH ST)	LUMP SUM	1		
730U402	RADAR DETECTION SYSTEM (DR MLK JR AVE @ N ANN ST)	LUMP SUM	1		
730U403	RADAR DETECTION SYSTEM (DR MLK JR AVE @ KENNEDY ST)	LUMP SUM	1		
730Y000	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB)	LUMP SUM	1		
730Y001	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH FLASHING BEACON (RRFB)	LUMP SUM	1		
730Y620	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y621	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES (APS)	LUMP SUM	1		
730Y622	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y623	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 2 LED HEADS AND 2 PUSH BUTTON ASSEMBLIES (APS)	LUMP SUM	1		
730Y624	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y625	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y626	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
730Y627	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES, 1 LED HEAD AND 1 PUSH BUTTON ASSEMBLY (APS)	LUMP SUM	1		
740B000	CONSTRUCTION SIGNS	SQUARE FOOT	1564		
740C000	SPECIAL CONSTRUCTION SIGNS	SQUARE FOOT	20		
740D000	CHANNELIZING DRUMS	EACH	250		
740E000	CONES (36 INCHES HIGH)	EACH	50		
740F002	BARRICADES, TYPE III	EACH	8		
740I002	WARNING LIGHTS, TYPE B	EACH	4		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
741C010	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	EACH	2		
742A001	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	EACH	2		
750D200	ELECTRICAL JUNCTION BOX,TYPE 1	EACH	8		
750E113	CONDUIT, 1 1/4 INCH, RIGID NONMETALLIC	LINEAR FOOT	13500		
750E115	CONDUIT,2 INCH,RIGID NONMETALLIC	LINEAR FOOT	230		
750F024	CONDUCTOR, #6 AWG	LINEAR FOOT	40500		
750F026	CONDUCTOR, #2 AWG	LINEAR FOOT	700		
750I015	LIGHTING CONTROL CENTER	EACH	4		
750Z220	ROADWAY LIGHTING	LUMP SUM	1		
756A020	2" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	87		
756A022	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	1275		
756A028	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	386		
SP-001	PROJECT SIGN	EACH	1		
SP-002	STONE-THERMO-SET CROSSWALK TREATMENT	SQUARE FOOT	2156		
SP-003	GREEN TRAFFIC CONTROL MARKINGS	SQUARE FOOT	13918		
SP-004	CYCLE LANE SEPARATOR, ZEBRA	EACH	1480		
SP-005	WORK OF SIMILAR NATURE	LUMP SUM	1	$100,000	$100,000
SUBTOTAL ROADWAY					
214B000	FOUNDATION BACKFILL, LOCAL	CUBIC YARD	2100		
214B001	FOUNDATION BACKFILL, COMMERCIAL	CUBIC YARD	150		
260A003	CEMENT MORTAR FLOWABLE BACKFILL, MIX 4	CUBIC YARD	115		
305B078	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	TON	1225		
424A361	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	460		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT BID**
424B655	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	735		
641A514	1 INCH COPPER WATER SERVICE LINE LAID	LINEAR FOOT	1094		
641A540	3 INCH P.E. WATER SERVICE LINE LAID	LINEAR FOOT	150		
641A682	6 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	LINEAR FOOT	213		
641A684	8 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	LINEAR FOOT	66		
641A744	4 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	32		
641A746	6 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	4339		
641A748	8 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	700		
641A752	12 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	1020		
641A756	16 INCH P.V.C. WATER MAIN LAID	LINEAR FOOT	774		
641C500	DUCTILE IRON FITTINGS	POUND	13787		
641D500	FIRE HYDRANT	EACH	13		
641J516	6 INCH GATE VALVE WITH BOX	EACH	61		
641J518	8 INCH GATE VALVE WITH BOX	EACH	4		
641J522	12 INCH GATE VALVE WITH BOX	EACH	5		
641J526	16 INCH GATE VALVE WITH BOX	EACH	4		
641L500	CONCRETE FOR WATER MAINS (THRUST BLOCKS)	CUBIC YARD	56		
641M510	4 INCH RETAINER GLAND	EACH	3		
641M512	6 INCH RETAINER GLAND	EACH	414		
641M514	8 INCH RETAINER GLAND	EACH	41		
641M518	12 INCH RETAINER GLAND	EACH	50		
641M522	16 INCH RETAINER GLAND	EACH	74		
641N510	6 INCH X 6 INCH ANCHOR TEE	EACH	8		

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BASE BID UNIT PRICE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
641N520	8 INCH X 6 INCH ANCHOR TEE	EACH	2		
641N540	12 INCH X 6 INCH ANCHOR TEE	EACH	2		
641N560	16 INCH X 6 INCH ANCHOR TEE	EACH	1		
641O520	8 INCH X 8 INCH TAPPING VALVE AND SLEEVE	EACH	2		
641O596	16 INCH X 16 INCH TAPPING VALVE AND SLEEVE	EACH	2		
641P520	1 INCH SERVICE TAP	EACH	43		
641P530	2 INCH SERVICE TAP	EACH	1		
641R515	1 INCH WATER METER AND BOX RESET	EACH	42		
641S500	VALVE BOX RESET	EACH	10		
641W504	4" INSERTION VALVE	EACH	1		
641W506	6" INSERTION VALVE	EACH	16		
641W508	8" INSERTION VALVE	EACH	2		
641W516	16" INSERTION VALVE	EACH	1		
641X500	CONNECTION TO EXISTING WATER SYSTEM	EACH	6		
645E524	6 INCH P.V.C. STACKS AND LATERALS	LINEAR FOOT	300		
645K500	MANHOLE FRAME AND COVER RESET	EACH	30		
649A560	24" STEEL ENCASEMENT-TYPE 1	LINEAR FOOT	20		
SUBTOTAL MAWSS WATER MAIN RELOCATION					
BASE BID GRAND TOTAL					

TIGER 2016 PROJECT PHASE FOUR DR. MARTIN LUTHER KING JR AVE					
City of Mobile					
BID ALTERNATE UNIT PRICE BID SCHEDULE					
730L004	2", METALLIC, CONDUIT	LINEAR FOOT	240		
730L005	2", NON-METALLIC, CONDUIT	LINEAR FOOT	6136		
750D203	ELECTRICAL JUNCTION BOX,TYPE 4	EACH	41		
756A022	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	LINEAR FOOT	625		
BID ALTERNATE GRAND TOTAL					

ATTACHMENT “H”

GPR RESULTS

Root density maps generated as a result of the ground pentrating radar (GPR) scans. The legend to the right shows the number of roots per foot along the scan line. Each line can be seen in black, horizontal to the x-axis. The x-axis respresents the distance travelled by the GPR unit while the y-axis is the perpendicular distance from the trunk of the tree (measure at the edge of the tree). In some cases the scans were not started at the beginning of the first trunk and rather started several feet away. There is one case (Section 4) of a semi-circular scan, where the axises are simply the distance from the trunk. If any more explanation is needed, feel free to reach out to Clayton Fulgham.

Clayton Fulgham

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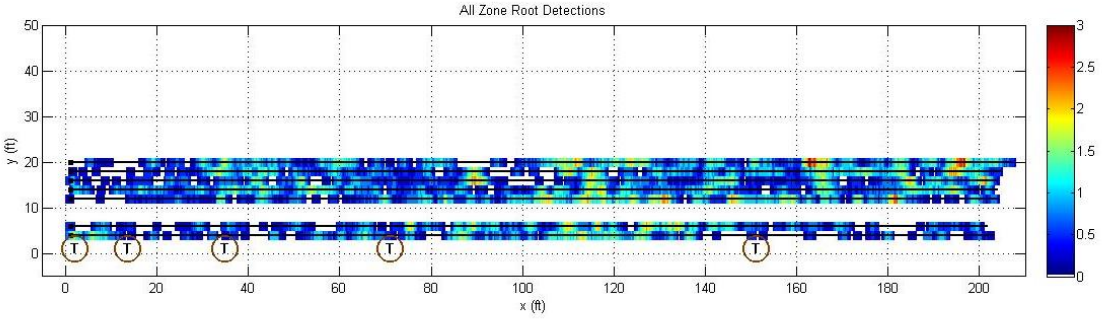


Figure 1: Section 1 root density map

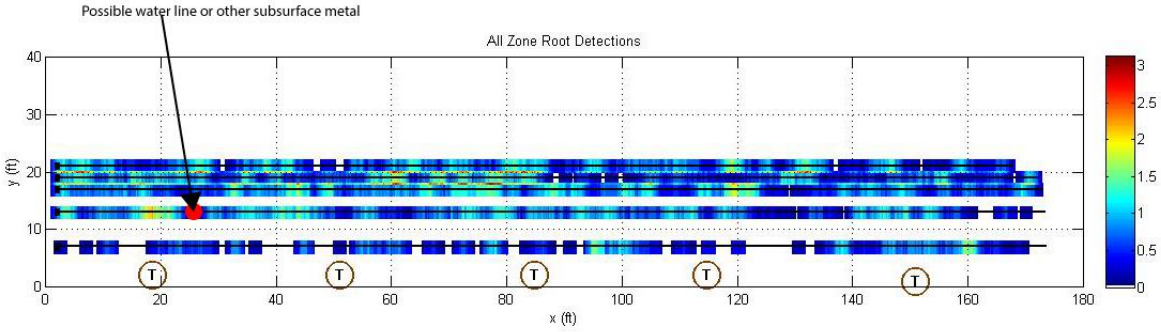


Figure 2: Section 2 root density map

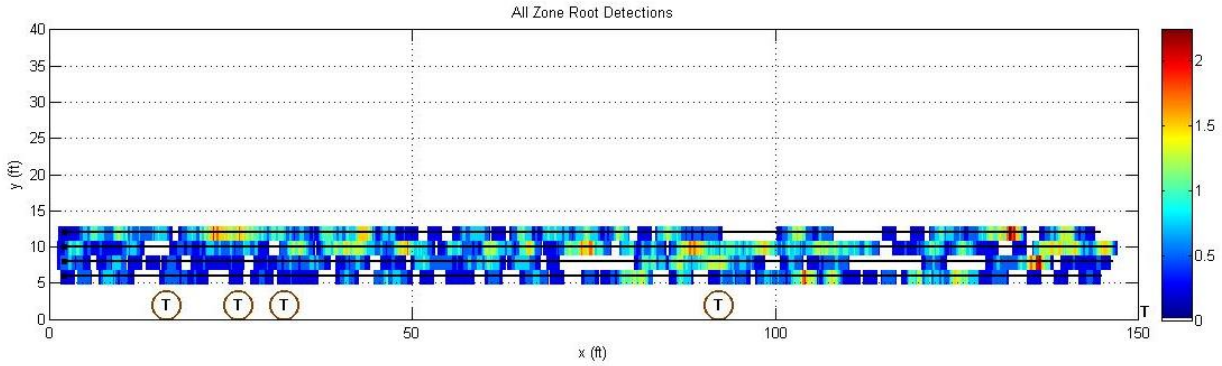


Figure 3: Section 3 root density map

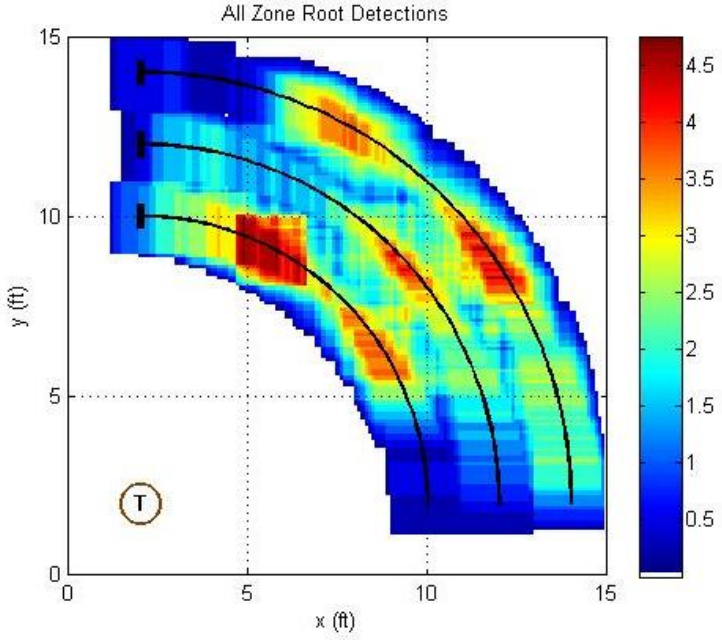


Figure 4: Section 4 root density map

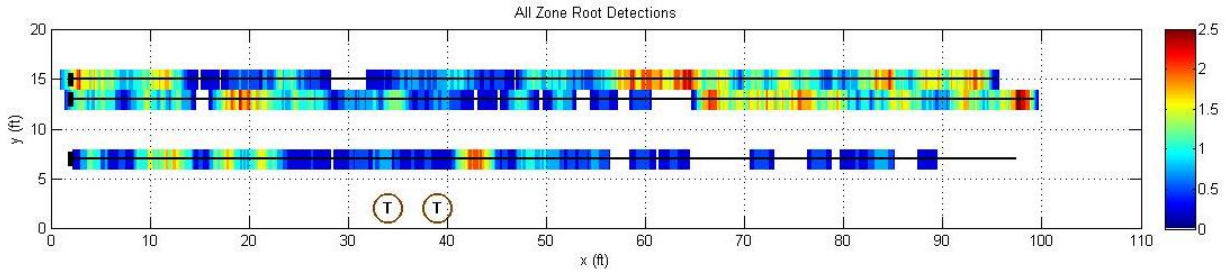


Figure 5: Section 5 root density map

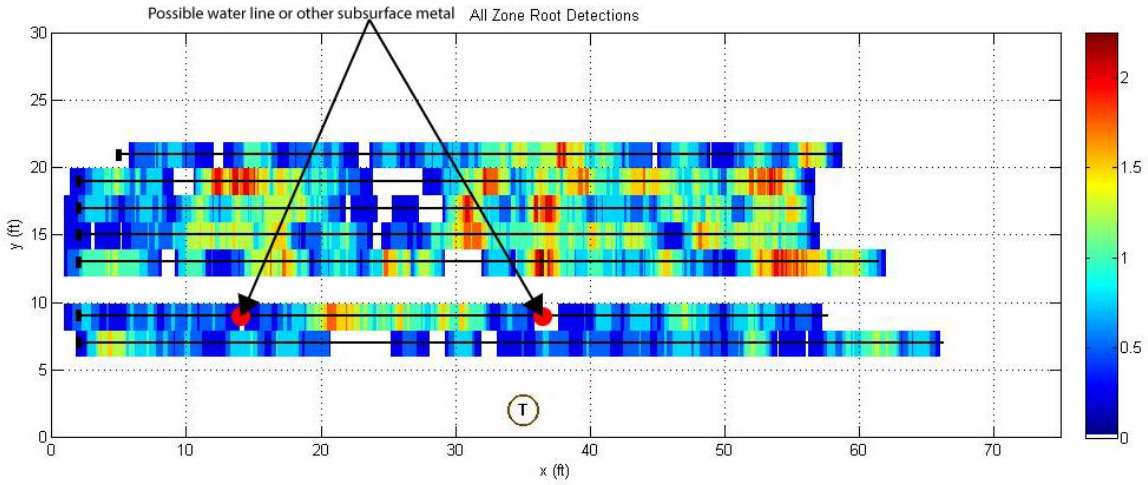


Figure 6: Section 6 root density map

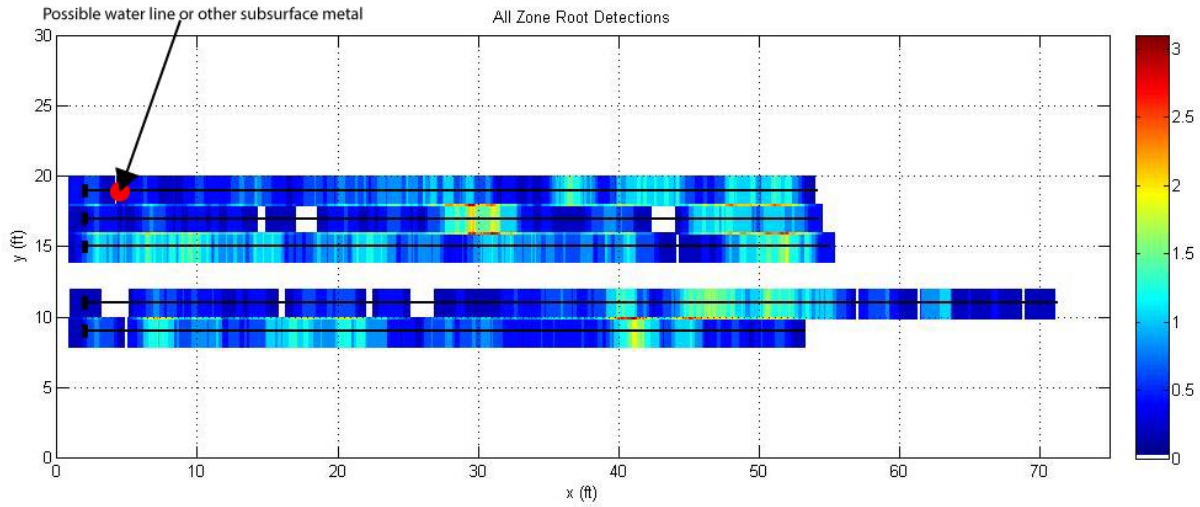


Figure 7: Section 7 root density map

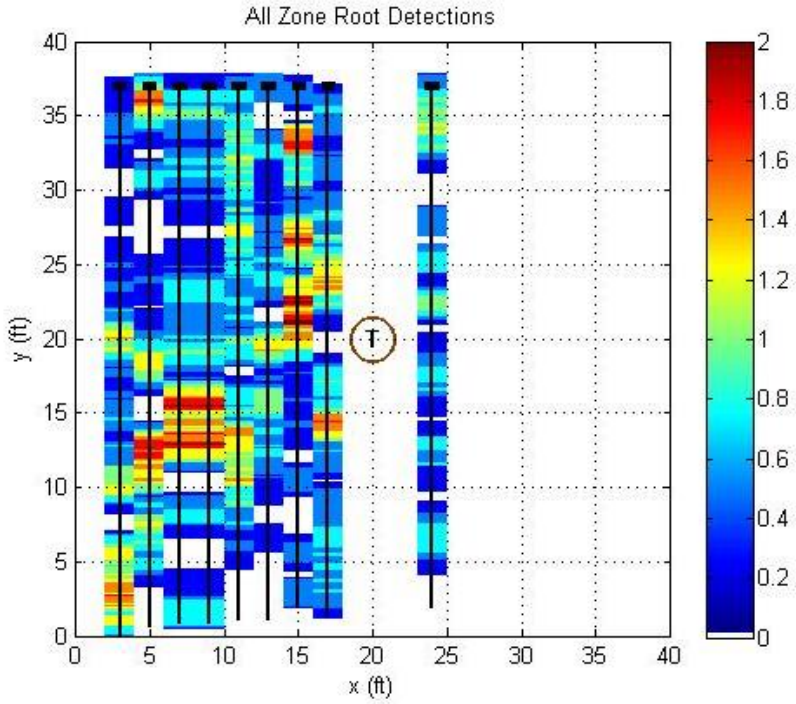
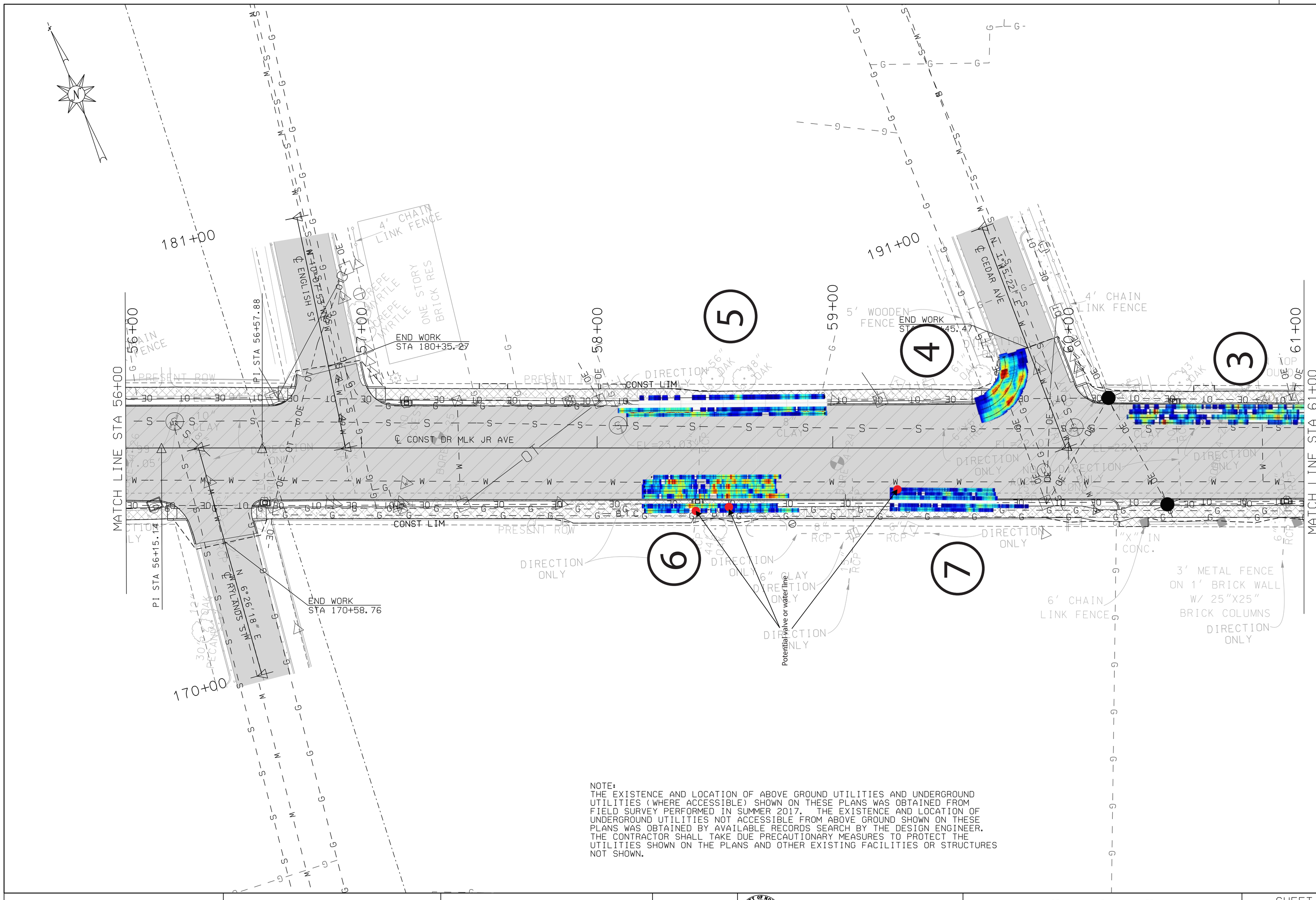


Figure 8: Section 8 root density map

UTILITY SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01	2024	405



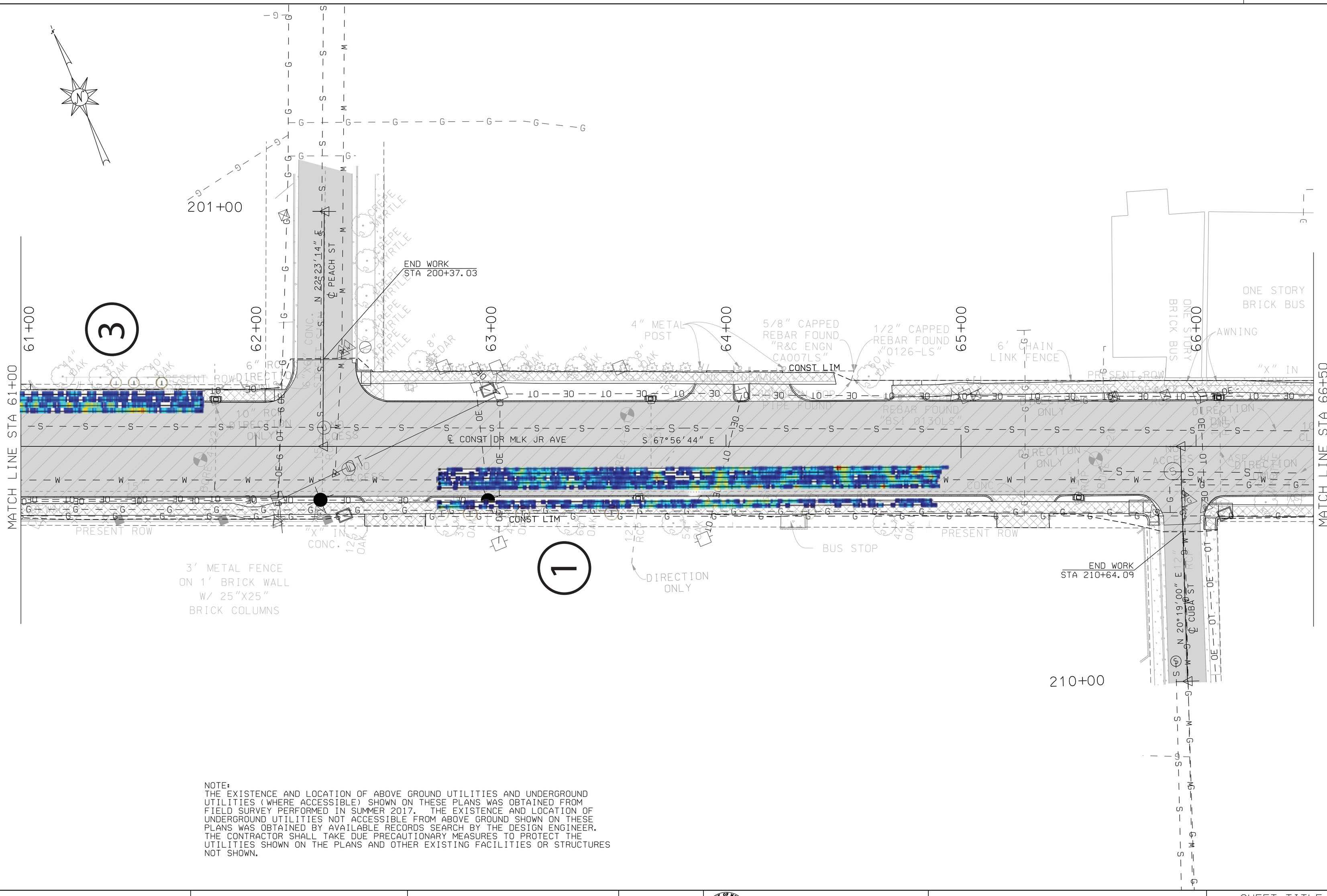
NOTE:
THE EXISTENCE AND LOCATION OF ABOVE GROUND UTILITIES AND UNDERGROUND UTILITIES (WHERE ACCESSIBLE) SHOWN ON THESE PLANS WAS OBTAINED FROM FIELD SURVEY PERFORMED IN SUMMER 2017. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES NOT ACCESSIBLE FROM ABOVE GROUND SHOWN ON THESE PLANS WAS OBTAINED BY AVAILABLE RECORDS SEARCH BY THE DESIGN ENGINEER. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	30%			UTILITY SHEET	DR. MLK JR AVENUE

User Is: katelyn.finnorn 22-SEP-2023 17:51 Plot Scale=20.000000:1.000000 $$COLORTABLE$$ $$PENTABLE$$ Projects#1201074 - Broad Street Phase IV#Project Design#Plans Assembly#405_074_utl.dgn

UTILITY SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01	2024	406

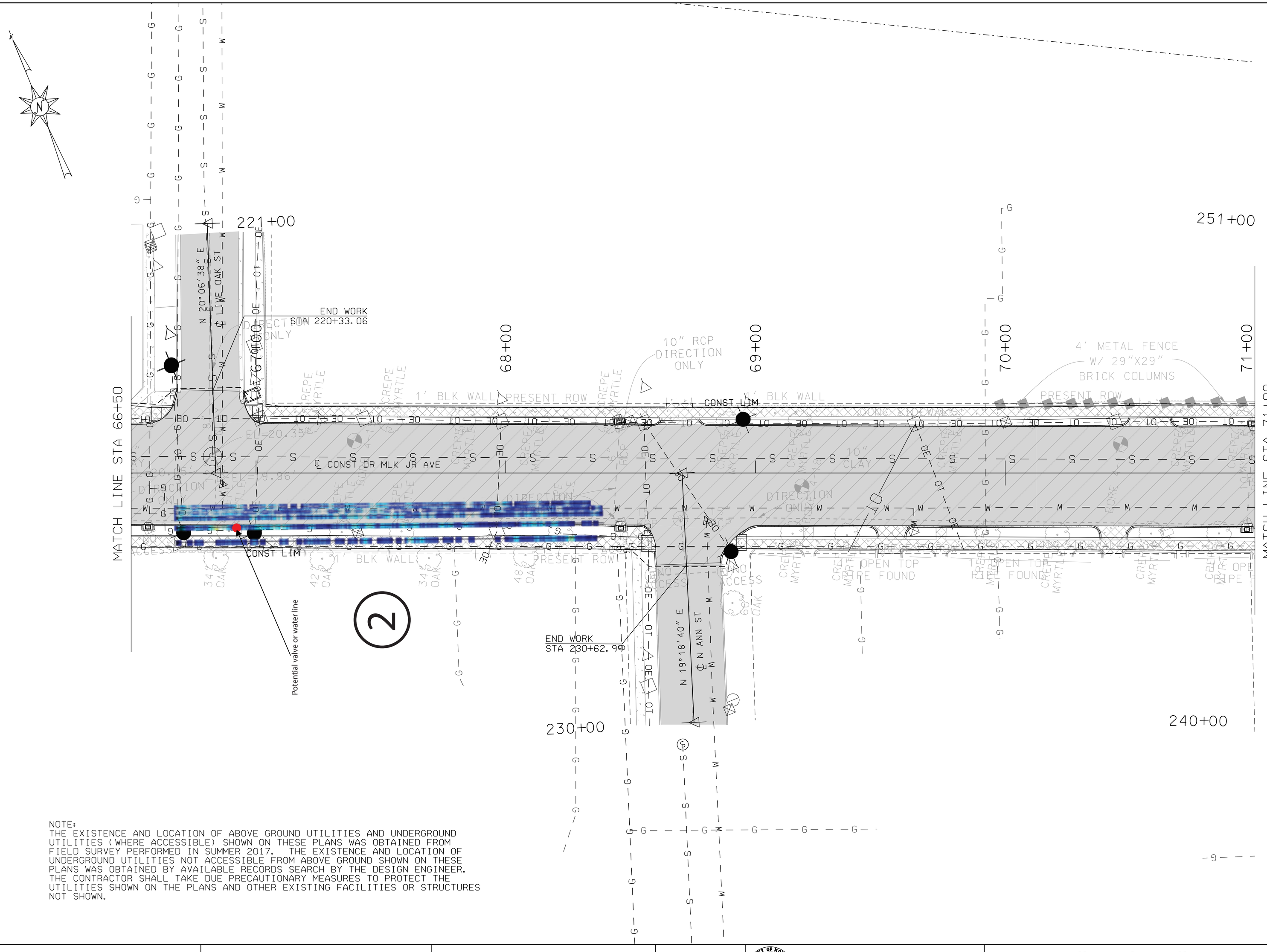


NOTE:
THE EXISTENCE AND LOCATION OF ABOVE GROUND UTILITIES AND UNDERGROUND UTILITIES (WHERE ACCESSIBLE) SHOWN ON THESE PLANS WAS OBTAINED FROM FIELD SURVEY PERFORMED IN SUMMER 2017. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES NOT ACCESSIBLE FROM ABOVE GROUND SHOWN ON THESE PLANS WAS OBTAINED BY AVAILABLE RECORDS SEARCH BY THE DESIGN ENGINEER. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	HORIZ 20 0 20 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	30%			UTILITY SHEET	DR. MLK JR AVENUE

UTILITY SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01	2024	407



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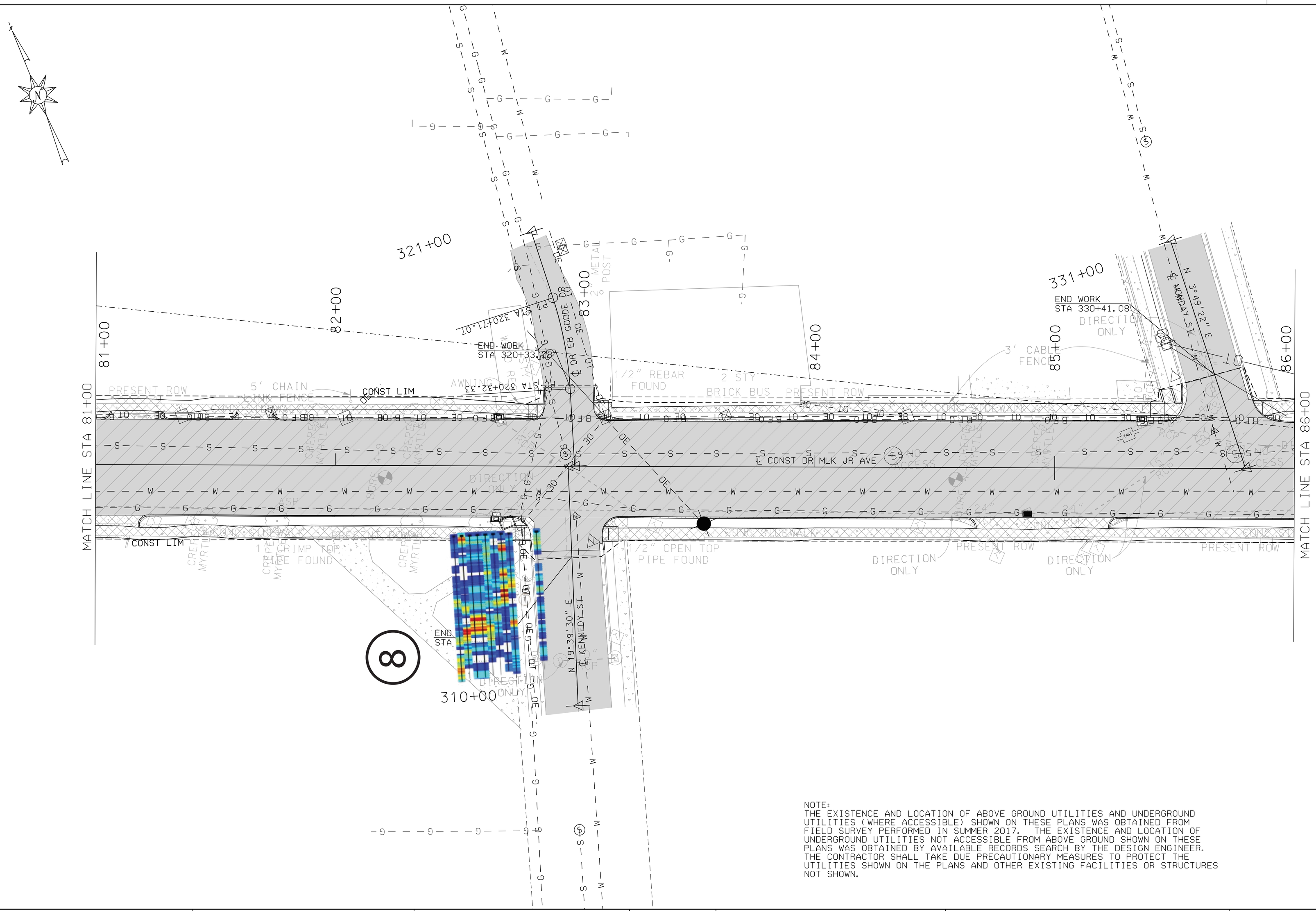
DATE:	DATE:	DATE:	30%			UTILITY SHEET	DR. MLK JR AVENUE

UTILITY SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2023-2045-01	2024	410



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ATTACHMENT “I”

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 provides 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:** 7/30/2025

Name of Project: TIGER 2016 Project Phase Four, Dr. Martin Luther King Jr. Ave from NW of Butchers Lane to Beauregard St (SR-16)

Project Number: 2023-2045-01

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:	$ 179,568.60
ADDITIVE ALTERNATE #1:	$ 0.00

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 Name of Bidder McElhenney Construction Co. LLC

Mailing Address P.O. Box 1409 Theodore, AL 36590

***By (Legal Signature)** [signature]

*Name (type or print) Josh McElhenney (Seal)

*Title President

Telephone Number 251-973-0030

ATTACHMENT "J"

ALABAMA DEPARTMENT OF TRANSPORTATION (ALDOT) PROVISIONS

ALDOT SPECIAL PROVISIONS

FHWA 1273 REQUIRED CONTRACT PROVISIONS FEDERAL AID CONSTRUCTION CONTRACTS

LOCAL PUBLIC AGENCY FEDERAL-AID FUNDED PROJECTS

ALDOT SPECIAL PROVISIONS

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017 Special Provision No. 22-FH0002

EFFECTIVE DATE: January 1,2022

SUBJECT: Title VI Assurance.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX A, TITLE VI ASSURANCE to FHWA

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set for in Appendix B of 49 C.F.R. Part 21.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitation, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

(6) **Incorporating of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by subcontractor, or supplier as a result of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017 Special Provision No. 22-FH0003

EFFECTIVE DATE: January 1, 2022

SUBJECT: Non-Discrimination Statutes and Authorities.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017 Special Provision No. 22-FH0004

EFFECTIVE DATE: January 1, 2022

SUBJECT: Special Training Responsibilities of Equal Employment Opportunity Requirements

Alabama Standard Specifications, 2022 Edition, are hereby amended to include the following:

This Training Special Provision is an implementation of 23 USC 140(a).

As part of the contractor's equal opportunity affirmative action program training shall be provided as follows:

> The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved. The number of trainee hours under this contract will be as indicated in the bidding proposal and on the plans. In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainee hours are to be subcontracted, provided, however, that the contractor shall retain the primary provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Alabama Department of Transportation for approval the number of trainees to be trained in each selected classification and training to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work that is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuant thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Alabama Department of Transportation and the Federal Highway Administration. The Alabama Department of Transportation and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs

registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc. where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Division Office, FHWA.

Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

The contractor will be reimbursed 80 cents per hour of training given an employee on this contract is in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training hours in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Department of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

PAYMENT WILL BE MADE UNDER ITEM NUMBER:

999-000 Trainee Hours at 80 Cents Per Hour

Payment of $0.80 per hour will be made to the contractor for each hour of training completed on this project by a trainee. Progress payments on monthly estimates at $0.80 per hour for each trainee hour will be permitted, if requested by contractor.

The definition of contract item (Pay Item) as set forth in Article 101.01 of the standard specifications will not apply to this Special Provision.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017 Special Provision No. 22-FH0005

EFFECTIVE DATE: January 1, 2022

SUBJECT: Required Contract Provision for all Federal Aid Projects for Equal Employment Opportunity

Alabama Standard Specification, 2022 Edition, are hereby amended to include the following:

In compliance with Executive Order 11246, the following Standard Federal Equal Opportunity Construction Contract Specifications shall apply:

General Requirements
(41 CPR 60-4.3)

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return. U.S. Treasury Department Form 941;
   d. "Minority" includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are as shown on Attachment No. 1. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
    a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization’s responses.
    c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant, and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
    d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meets its obligations.
    e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs, and apprenticeship and trainee programs, relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
    f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their co-operation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a

year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CPR Part 60-3.

l. Conduct at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors, adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is

employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contract may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of the Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Hometown Plans
(41 CFR 60-4.5)

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: Provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan's goals and timetables. If a Contractor is not participating in an approved Hometown Plan, it shall comply with the Specifications set forth in §60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the Notice required by 41 CFR 4.2 with regard to that trade. For the purposes of this part 60-4, the contractor is not participating in a Hometown Plan for a particular trade if it:
    (1) Ceases to be signatory to a Hometown Plan covering that trade;
    (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
    (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;

(4) Is signatory to a Hometown Plan for that trade and is party to a collective bargaining agreement with labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
(5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
(6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.

(b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provisions of the Hometown Plan.

Solicitations
(41 CPR 60-4.2)

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CPR-4.2 (a)):

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as shown on Attachment No. 1.
   These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally-involved and nonfederally involved construction.
   The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Employment Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CPR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is that shown on Attachment No. 1.

Show Cause Notice
(41 CFR 60-4.8)

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive Order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in (i) - (iv) of 41 CPR 60-2.2 (c)(1) - If the Contractor does not show good cause within 30 days, or, in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make-up goals and timetables, back pay, and seniority relief for affected class members, the compliance agency shall follow the procedure in 41 CFR 60-1.26(b) : Provided that where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

Attachment No. 1

Goals & Timetables
(41 CFR 60-4.2)

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

FEMALE

Area Covered – Statewide

Timetable	Trade	Goals %
Until Further Notice	All	6.9%

MINORITY

Area Covered – Etowah, Jefferson, Shelby, St. Clair & Walker Counties

Timetable	Trade	Goals %
Until Further Notice	All	24.9%

Area Covered –Autauga, Barbour, Bullock, Butler, Coffee, Coosa, Covington, Crenshaw, Dale, Dallas, Elmore, Geneva, Henry, Houston, Lowndes, Macon, Montgomery, Perry, Pike & Tallapoosa Counties

Timetable	Trade	Goals %
Until Further Notice	All	29.9%

Area Covered – Tuscaloosa County

Timetable	Trade	Goals %
Until Further Notice	All	20.6%

Area Covered – Russell County

Timetable	Trade	Goals %
Until Further Notice	All	29.6%

Area Covered – Franklin, Lawrence & Morgan Counties

Timetable	Trade	Goals %
Until Further Notice	All	11.2%

Area Covered – DeKalb & Jackson Counties

Timetable	Trade	Goals %
Until Further Notice	All	8.6%

Area Covered – Baldwin & Mobile Counties

Timetable	Trade	Goals %
Until Further Notice	All	25.9%

Area Covered – Choctaw, Clarke, Conecuh, Escambia, Marengo, Monroe, Washington & Wilcox Counties

Timetable	Trade	Goals %
Until Further Notice	All	26.4%

Area Covered – Calhoun County

Timetable	Trade	Goals %
Until Further Notice	All	14.3%

Area Covered – Bibb, Blount, Cherokee, Chilton, Clay, Cleburne, Cullman, Fayette, Greene, Hale, Lamar, Marion, Pickens, Randolph, Sumter, Talladega & Winston Counties

Timetable	Trade	Goals %
Until Further Notice	All	20.7%

Area Covered – Limestone, Madison & Marshall Counties

Timetable	Trade	Goals %
Until Further Notice	All	12.0%

Area Covered – Chambers & Lee Counties

Timetable	Trade	Goals %
Until Further Notice	All	31.6%

Area Covered – Colbert & Lauderdale Counties

Timetable	Trade	Goals %
Until Further Notice	All	11.9%

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 4, 2022 Special Provision No. 22-LPA-001

EFFECTIVE DATE: January 1, 2022

SUBJECT: General Provisions for Projects let by LPA (with prequalification)

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTIONS 101, 102, 103, 107, 109 and 110 as follows:

SECTION 101
DEFINITION OF TERMS

101.01 Definitions

This Article (101.01) shall be amended to include the following Subarticle:

(d) LOCAL PUBLIC AGENCY

This project is being advertised, let to contract, and administered by a Local Public Agency (henceforth referred to as LPA). The LPA is the awarding authority for the contract. The work shall be under the supervision of the LPA, but subject to the inspection and approval of the proper officials of the Alabama Department of Transportation (ALDOT). Such inspection shall in no sense make ALDOT a party to this contract and will in no way interfere with the rights of the Contractor or the LPA.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT, the "State", the “Department” or "Highway Department", etc. shall be understood to mean the LPA for this project, except in any references made to ALDOT qualification procedures (including prequalification, disqualification, requalification), or to the LPA consulting or interacting with ALDOT, etc. All references made in the standard specifications and in other related and included documents of this proposal, to any of the representatives, employees, officials, bureaus, committees, laboratories and other facilities, physical address and contact information, etc. of ALDOT, the "State", the “Department” or "Highway Department", etc. shall be understood to mean the appropriate and applicable ALDOT or non-ALDOT person(s), parties, facilities, physical address and contact information, etc. as determined (in consultation with ALDOT personnel) and designated by the LPA for this project.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT or State of Alabama Highway Department manuals, lists, forms, procedures, and other TECHNICAL publications and documents (including electronic and websites), shall remain intact and in full effect for this project unless otherwise indicated in the plans and proposal.

The term "owner", as used in this proposal and its related and included documents, shall be understood to mean the LPA for this project, except in those cases where it is clear that the term "owner" is used in reference to a party other than the LPA.

SECTION 102
PROPOSAL REQUIREMENTS AND CONDITIONS

102.02 Qualification of Bidders.

This Article shall be amended by deleting Article 102.02(a) as written and the following substituted in lieu thereof:

(a) PREQUALIFICATION.

Consultants/contractors must be prequalified by ALDOT for project awards in excess of $1,000,000. Project awards less than $1,000,000.00 will not require ALDOT prequalification. For project awards in excess of $1,000,000.00, proposal forms will only be issed to prospective bidders who have qualified with the Alabama Department of Transportation and have a valid ALDOT certification of qualification. Said certification shall be the same as that which would, by State law, be required prior to bid if the project were being let to contract by ALDOT. The contract will not be awarded to a bidder who does not have such a certification in effect with ALDOT at the time of the award, even if a proposal form was issued to that bidder. All applicants for qualification shall submit to ALDOT's Office Engineer Bureau, under Oath, a complete confidential statement, equipment questionnaire, and experience questionnaire on forms that will be furnished by ALDOT upon request. To ensure sufficient time for consideration, the applicant shall properly complete and submit the forms at least 14 calendar days prior to the date of opening bids on which the applicant desires to submit proposals. Forms received at a later date, so long as they are received prior to the date and time set for the opening of the bids, will be considered whenever practicable.

If the applicant is a corporation organized in a State other than Alabama, it shall furnish a certificate from the Secretary of State showing that it is qualified to transact business in Alabama. A corporation from another State can be issued a certificate valid for award of contracts only on projects involving Federal participation, without the certificate from the Secretary of State.

A prospective bidder will not be prequalified who has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of another person which is presently disqualified by ALDOT. A prospective bidder will also not be prequalified who is an affiliate of a person that is presently disqualified by ALDOT.

For the purposes of this Section, the following definitions shall apply:

- an affiliate shall be defined as any person that controls, is controlled by, or is under common control with another person.
- a person shall be defined as an individual, a corporation, a partnership, an association, a joint stock company, a trust, or any unincorporated organization.
- control shall be defined as the ownership, directly or indirectly, of 10% or more of the voting securities of a person or if the person is not a corporation, an ownership interest, directly or indirectly of 10% or more of the person.

This Article shall be further amended by deleting the first sentence of Subarticle (b) through the colon (":") as written and the following substituted in lieu thereof:

(b) DISQUALIFICATION.

ALDOT will have the right to disqualify a prospective bidder and prohibit the issuance of a proposal and/or award of a contract to that bidder, the LPA will have the right to refuse to award a contract to a bidder (even if a proposal form was issued to the bidder), and ALDOT and the LPA may each elect to consider a contractor to be disqualified from bidding on this or any

future contracts with their respective agencies, for any of the following reasons related to this or any other projects with ALDOT or this LPA:

102.03 Contents of Proposal Form.

This Article shall be amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) ADDENDA.

Minor changes, corrections, additions, and deletions to the proposal package may be put into effect by the LPA, in the form of Addenda. Prospective bidders to whom bid documents have been distributed prior to the release of respective Addenda will be notified of the Addenda by documented hand-delivery, certified or express type mail, facsimile, telegram, or other electronic media. Bidders shall acknowledge receipt of all Addenda, in writing, in the space so designated in the proposal.

102.06 Preparation of Proposal.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) PROPOSAL FORM.

The bidder's proposal must be submitted on the complete original proposal form furnished him by the LPA. Proposal forms are numbered serially and are not transferable. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) DETAILS.

On the "CONTRACT SCHEDULE" included in the proposal form the bidder shall enter in figures a unit price and the extended amount bid (unit price X quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. In all prices and amounts entered on the proposal form, the respective figures for dollars and cents shall be clearly separated by a single decimal. If the bidder desires to bid a fraction of a cent for the unit price, he can do so by entering up to four figures to the right of a decimal. On "lump sum" items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item "free", then he shall enter "0.00" in the unit price column (if applicable) and "0.00" in the amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form.

Except as provided for in the following paragraph, where the "CONTRACT SCHEDULE" included in the proposal form lists alternate designs or packages (designated as "Alternates"), the bidder shall enter prices on Alternate-related items only for the Alternate which will be most economical for him to construct. All items not designated for a specific Alternate are common items for all Alternates. The bidder shall enter prices for all such common items, as well as for any items relating to the specific Alternate being bid. In the event that the bidder enters prices

for more than one of the listed Alternates (except as provided for in the paragraph below), then the bid shall be considered to be based upon the lowest-priced Alternate.

If the CONTRACT SCHEDULE lists any Alternates as “Cumulative Alternates”, then each Cumulative Alternate represents items which the owner may choose to include in the contract in addition to the items included in the “Base Bid”. Prior to the award of the contract, the selection of any Cumulative Alternates to be included in the contract will be made by the LPA. The selection of Cumulative Alternates (or “Base Bid” with no Cumulative Alternates) will be made cumulatively in the order that they appear on the proposal form, from Base Bid to last Cumulative Alternate, skipping no Cumulative Alternates between the Base Bid and the last chosen Cumulative Alternate. The bidder shall enter prices on ALL Cumulative Alternates. Cumulative Alternates must be bid as a positive or zero (“$0.00”) amount. No deductive Cumulative Alternates will be considered. If a negative amount is entered for a Cumulative Alternate, it will be considered as a zero additive. The low bidder and contract amount will be determined based upon the total amount bid for the Base Bid plus the additive amounts bid for any selected Cumulative Alternates.

If any item on the proposal form permits a choice between alternate specified types of materials, the bidder shall indicate by a check mark the type of material he proposes to use. If more than one type or none is checked, then the owner will make the selection. Permitted choices between alternate types of materials represent an option made available to the bidder for his convenience and economy in bidding a required item, and are not to be confused with formally designated "Alternates" or “Cumulative Alternates”, as discussed in the preceding two paragraphs.

All figures shall be legibly shown in ink or typed. Any interlineation, erasure, or other alteration of a figure shall be initialed by the signer of the proposal. The LPA will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price.

A pay item may be shown with a maximum allowable amount for the bid. The bidder shall enter an amount for the bid that is equal or less than the maximum allowable amount. If the bid entered is greater than the maximum allowable amount, the LPA will adjust the bid price to the maximum allowable amount for that item and recalculate the total bid amount.

A pay item may be shown with a minimum required amount for the bid. The bidder shall enter an amount for the bid that is equal to or greater than the minimum required amount. If the bid entered is less than the minimum required amount, the LPA will adjust the bid price to the minimum required amount for that item and recalculate the total bid amount.

This Article shall be further amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) SIGNING.

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the LPA. If the proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

This Article shall be further amended by deleting Subarticle (e), COMPUTER BIDDING, in its entirety.

102.07 Irregular Proposals.

This Article shall be amended by deleting the Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

Proposals will be considered irregular and may be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an Alternate, the Alternate being bid by the Contractor, or on a Cumulative Alternate), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Proposals may be rejected at any time prior to the execution of the contract by the LPA.

Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project. Evidence that any bidder is interested, as a principal, in more than one proposal for work contemplated (for example bidding in a partnership, as a joint partnership or association, and as a partnership, association, or individuals) will cause the rejection of any such proposal. A bidder, however, may submit a proposal as a principal and as a Subcontractor to some other principal, or may submit a proposal as a Subcontractor to as many other principals as he desires, and by doing so will not be liable to disqualification in the intent of these Specifications.

102.08 Combination Bids.

This Article shall be amended by deleting Item 6 under Subarticle (a) as written and the following substituted in lieu thereof:

(a) COMBINATION BIDDING.

6. SUBMITTAL OF WRITTEN STATEMENT OF NOTIFICATION OF COMBINATION BID.

The bidder shall notify the LPA in writing of a bid that is being submitted as a combination bid. In order for a bid to be evaluated as a combination bid, prior to the opening of bids, the written notification must be enclosed in the sealed bid package envelopes of each bid that is being combined in a combination bid. Alternatively, it may also be transmitted to the awarding authority by facsimile. The Contractor shall be responsible for verifying that the facsimile has been received by the LPA prior to the opening of bids. The letter of notification of a combination bid shall:

- be addressed to the same LPA official as the proposal;
- describe the type of combination bid ("All or None", "Reduction in Unit Price", etc.);
- be dated no later than the date set for bid opening;
- be written on the bidder’s letterhead;
- be signed by a person authorized to sign contracts for the bidder;
- contain a list of the project numbers included in the proposed combination bid.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) PROJECT LET BY LPA.

Combination bids will not be accepted on any project or projects let by a LPA unless it is in combination with, and only with, other project(s) being let at the same time (bids due at the same exact time) by the same LPA.

102.10 Delivery of Proposals.

This Article shall be amended by deleting Article 102.10 as written and the following substituted in lieu thereof:

Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Highway Work" or “Bid Proposal”, and so marked as to indicate the project number, the name of the LPA (city, county, university, etc.), the town or city in which the work is located or, if not in a town or city, the name of the county in which the work is located, and the name of the bidder. Proposals will be received by the LPA at the location stated in the Notice to Contractors, until the hour and date set therein for the opening of bids. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned.

102.11 Withdrawal or Revision of Proposals.

This Article shall be amended by deleting Article 102.11 as written and the following substituted in lieu thereof:

A bidder may withdraw or revise a proposal after it has been deposited with the LPA, provided the request for such is received by the LPA in writing, or by facsimile or telegram before the time set for opening proposals. The request must bear the same signature(s) which the bidder has affixed to the proposal. No proposal may be modified or corrected after the time set for opening such proposals.

Withdrawal of proposals after bid opening will be permitted without forfeiture of bid guaranty only as provided for by, and when evidence of a mistake is furnished in accordance with, Section 39-2-11(d), Code of Alabama, 1975. Such evidence of mistake must be furnished no later than three working days after the opening of bids. Upon such withdrawal without forfeiture, the bidder shall be prohibited from (1) doing any work on the contract, either as a subcontractor or in any other capacity, and (2) bidding on the same project if it is readvertised for letting.

102.13 Multiple Bids.

This Article (102.13) shall be deleted in its entirety.

SECTION 103
AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

The award of contract, if to be awarded, will be made within 30 calendar days after opening of proposals to the lowest responsible and responsive bidder whose proposals comply with the requirements of Section 102 and the invitation to bid (Notice to Contractors). Should no award by made within 30 days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by telegram, confirmed facsimile, or letter mailed to the address shown on the proposal that his bid has been accepted and that he has been awarded the contract.

After the opening of bids, the award of the contract to the low bidder will be contingent upon said low bidder's possession of a valid certification of qualification in accordance with Article 102.02. On work involving Federal funds, the award of the contract to the low bidder will also be contingent upon said low bidder obtaining a license from the State Licensing Board for General Contractors in accordance with the existing State laws.

SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.21 Stormwater Management.

This Article shall be amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) NPDES NOTICE OF INTENT.

A "Notice of Intent" (NOI) is an application filed with ADEM requesting NPDES registration. If an NOI has been filed or is required for the project site, the LPA will be the OWNER of record with ADEM for the NOI. The Contractor shall be the OPERATOR and shall comply with all requirements of the NOI.

A Project Note will be shown on the plans to indicate whether or not an NOI has been filed with ADEM for the project. If an NOI has been filed, the note may also provide information regarding the availability of a Construction Best Management Practices Plan (CBMPP) for the project. If an NOI has not been filed, the note may further indicate that the Contractor is required to file an NOI at his own expense.

The Contractor shall be responsible for filing all NOI's required by ADEM on all material pits, waste areas, plant sites, haul roads, and other off-site areas used by him to construct the project. For each area requiring an NOI to be filed, a copy of written acknowledgement from ADEM verifying that a complete NOI has been filed shall be forwarded to the LPA before ground is disturbed in that area.

SECTION 109
MEASUREMENT AND PAYMENT

109.12 Final Payment

This Article shall be amended by deleting the last sentence of Subarticle (c) as written and the following substituted in lieu thereof:

(c) FINAL ESTIMATE DOCUMENTATION.

Failure by the Contractor to furnish any of the above documentation may be cause for either or both, the owner and/or ALDOT, to consider the Contractor to be disqualified from future bidding and contract awards, as per Article 102.02.

SECTION 110
CLAIMS

110.04 Claims Process.

This Article shall be amended by deleting Article 110.04 as written and the following substituted in lieu thereof:

(a) GENERAL.

After the work has been completed on the disputed item(s) of work, the Contractor shall have 90 calendar days to submit his claim. Any claim not submitted within this 90 calendar day period is waived. The Contractor shall submit six copies of the claim, containing the required documentation listed in Article 110.03, to the LPA. Once the claim is received, the LPA will review the claim submittal in accordance with its local policies and procedures.

(b) PARTICIPATION AND REVIEW BY ALDOT.

If the LPA desires for ALDOT to participate in the possible funding of the Contractor's claim, provided the claim is determined to be valid and funding is available, the LPA shall notify ALDOT of the Contractor's notice of intent to file a claim, and any meetings, hearings, etc. In addition, the LPA shall provide a copy of the Contractor's claim when it is submitted, and then the LPA's written response based on their review. Failure of the LPA to notify ALDOT of the notice of intent and any associated meetings and submittals shall constitute a waiver by the LPA for any possible funding by ALDOT.

The claim and the LPA's response will be reviewed by the Region Engineer within 30 calendar days after the LPA has submitted it to the administering Region. The Region Engineer will review the claim and prepare a recommendation for ALDOT's level of funding participation. The Region Engineer's recommendation will be reviewed by the chairman of ALDOT's Claims Committee, and a response provided back to the Region within 30 calendar days. The review and response by the Region Engineer and chairman of the Claims Committee in the amount of ALDOT funding for the claim shall be final, non-appealable and not subject to judicial or other review. Their decision is binding with the LPA.

Even if the claim is determined to be valid, ALDOT's level of funding will be based on the amount of monies remaining in the project agreement with the LPA.

110.06 Auditing of Claims.

This Article shall be amended by deleting the first paragraph and the following substituted in lieu thereof:

All claims submitted by the LPA to ALDOT shall be subject to audit by the Department's External Auditor at any time following the filing of such claim. The audit may begin on ten day's notice to the LPA, Contractor, Subcontractor, or Supplier. The LPA, Contractor, Subcontractor, or Supplier shall cooperate with the auditors. Failure of the LPA, Contractor, Subcontractor, or Supplier to maintain and retain sufficient records to allow the Department's auditor to verify the

claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 30, 2023 Special Provision No. 22-LPA-002(2)

EFFECTIVE DATE: September 5, 2023

SUBJECT: Acceptance for Projects let by LPA

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTION 105 as follows:

SECTION 105
CONTROL OF WORK

105.15 Acceptance.

This Article shall be amended by deleting Article 105.15 as written and the following substituted in lieu thereof:

(a) CONSTRUCTION ACCEPTANCE INSPECTION.

Whenever the LPA considers the work provided for and contemplated by the contract is nearing completion, or within two weeks of written notice of presumptive completion of the entire project by the Contractor, the LPA and all pertinent personnel (its representatives, ALDOT Region, FHWA) will inspect all work in the contract. The Contractor should not presume completion of the entire project until permanent vegetation is established. If the LPA finds that the work has not been satisfactorily completed at the time of the inspection, the Contractor will be advised in writing as to the work to be done or the particular defects to be remedied to place the work in condition for acceptance for maintenance purposes. The Contractor will have a maximum of four weeks to correct and complete the items listed. Time charges should resume if the work is not completed in the four weeks.

(b) PARTIAL ACCEPTANCE FOR MAINTENANCE.

When requested by the Contractor in writing, the LPA may consider accepting a portion of the contract for maintenance prior to all items of work being completed. This will apply to vegetation establishment being restricted by seasonal limitations and all other contract items of work are complete. Once a satisfactory application of seed prescribed by the tables in Section 860 for Fall or Winter has been completed, time charges may be suspended or extended based on seasonal limitations in accordance with 108.07(c) or 108.09. Time charges should resume based on the first available date in the Spring to apply permanent vegetation as shown in the seed mix tables.

The LPA, with concurrence from ALDOT, will notify the contractor that they will assume maintenance of specific items or operations of work and will also indicate which items are not accepted. The partial acceptance letter to the contractor should also detail the disposition of time charges as indicated in the paragraph above.

Additional costs for completing the remaining items of work as a consequence of a partial acceptance such as traffic control and remobilization shall be borne by the Contractor. Partial acceptance shall in no way void or alter any terms of the contract.

Once the permanent vegetation has been satisfactorily established and any other pending item of work is completed, the LPA will accept the remaining items of work and assume maintenance of the project henceforth.

(c) FINAL ACCEPTANCE.

1. GENERAL.

Upon due notice from the Contractor upon presumptive completion of the remaining items of work in Subarticles (a) and (b) above, the LPA and all pertinent personnel will make an inspection. If all construction provided for and contemplated by the contract is satisfactorily completed, that inspection shall constitute the final inspection.

2. VEGETATION BONDS.

When directed by the LPA, the Contractor shall provide a vegetation bond covering sustained growth of established or planted vegetation. The bond shall be of sufficient value to cover all costs associated with the replanting or reestablishment of the vegetation should it become necessary. The dollar amount of the bond shall cover all costs for the labor, materials, and equipment required for traffic control, temporary erosion and sediment control, and permanent vegetation establishment. The period of time covered by the bond will not be required to be greater than 12 months unless shown otherwise on the plans. Vegetation bonds should not be used as a substitute for established vegetation of a permanent species.

3. ACCEPTANCE FOR MAINTENANCE.

Upon satisfactory completion of the work as noted in Item 105.15(c)1. above, the LPA will notify ALDOT that the contractor has completed all work required by the contract. After ALDOT has concurred with the LPA's recommendation, the LPA will advise the Contractor in writing that the work has been accepted and the LPA will assume the maintenance thereof subject to the "record check" of materials and workmanship.

4. NPDES TERMINATION.

Within 10 days of Acceptance for Maintenance, the LPA will requests NPDES Permit Termination as outlined in Subarticle 107.21(d). The Contractor shall be responsible for stormwater runoff control on the project until the NPDES Permit is terminated or 30 calendar days after the LPA's request for termination has been processed, whichever is less. The Contractor is also responsible for correcting problems associated with onsite erosion and off site sedimentation deposition during this time.

5. CONTRACTOR'S ADVERTISEMENT OF COMPLETION.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by an advertisement for a period of three successive weeks using one or more of the following methods:

a. In a newspaper of general circulation in the county or counties in which the work, or some portion therof, has been done.
b. On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
c. If a newspaper is not published in the county where work is done, the notice may be given by posting at the courthouse for 30 days and proof of the posting of the notice shall be given by the contractor.

A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher or website owner and a printed copy of the notice published.

In cases where contractors are performing contracts of less than one hundred thousand dollars ($100,000) in amount, the contractor is not required to give notice of completion as stated above.

6. WRITTEN NOTICE OF FINAL ACCEPTANCE.

After completion of all requirements noted in this Article and Article 109.12, the LPA will process the Final Estimate for payment. At this time, the LPA will give the contractor written notice that the project is completed, and will specify that date as Final Acceptance.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: November 15, 2021 GASP No. 22-GA0001

EFFECTIVE DATE: January 1, 2022

SUBJECT: Award and Execution of Contract (State Projects Only).

Alabama Standard Specifications, 2022 Edition, SECTION 103 shall be amended as follows:

SECTION 103
AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

(a) General.

This Subarticle shall be amended to include the following:

In the letting of public contracts in which any state, county or municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, Code of Alabama 1975, be they corporate, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident."

Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresidents bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts."

A non-resident contractor shall provide a letter as noted above attached to each bid submitted. This letter shall be addressed to the Transportation Director and be dated no earlier than four (4) weeks prior to the date of bid opening. At least one original shall be provided for each letting; machine copies will be acceptable if more than one bid is submitted. Failure to comply with the provisions of this Special Provision shall cause the bid to be rejected.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: November 10, 2021 GASP No. 22-GA0002

EFFECTIVE DATE: January 1, 2022

SUBJECT: Procurement Time.

Alabama Standard Specifications, 2022 Edition, SECTION 108 shall be amended as follows:

SECTION 108
PROSECUTION AND PROGRESS

108.02 Notice to Proceed.

Subarticle 108.02(b) shall be replaced by the following:

(b) Time of Beginning Work.

Unless otherwise directed in writing by the Engineer, the Contractor will be expected to begin work within **180 calendar days** after issuance of the notice to proceed. This extended period is to allow ample time for engineering, design, submittal data processing, fabrication, and procurement of required materials.

108.08 Determination of Contract Time.

Subarticle 108.08(b) shall be replaced by the following:

(b) Beginning and End of Contract Time.

Contract time charges shall begin when the Contractor begins work on a pay item or incidental work that will interfere with traffic, but in no case later than **180 calendar days** after date of issuance of the notice to proceed. Time charges shall end upon satisfactory completion of all pay items in the contract.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: November 15, 2021 GASP No. 22-GA0003

EFFECTIVE DATE: January 1, 2022

SUBJECT: Early Award.

Alabama Standard Specifications, 2022 Edition, SECTIONS 103 and 108 shall be amended as follows:

SECTION 103
AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

(a) General.

Subarticle 103.02 (a) shall be replaced by the following:

(a) General.

After opening of proposals, the award of the contract to the lowest responsible and responsive bidder whose proposals comply with the requirements of Section 102 and the invitation to bid (Notice to Contractors) will be made within the following number of days:

- **10 calendar days** for contracts that do not have a race conscious DBE goal (0 % DBE) or;
- **15 calendar days** for contracts that have a race conscious DBE goal (designated % DBE).

Should no award be made within the allowed calendar day time period, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by telegram, confirmed facsimile, or letter mailed to the address shown on his proposal that his bid has been accepted and that he has been awarded the contract.

After the opening of bids on work involving Federal funds, the award of the contract to the low bidder will be contingent upon said low bidder obtaining a license from the State Licensing Board for General Contractors in accordance with the existing State laws.

103.05 Requirements of Contract Bonds.

(a) Performance Bond.

Subarticle 103.05(a) shall be replaced by the following:

(a) Performance Bond.

The bidder to whom the award is made shall, within **5 calendar days** after the prescribed forms have been presented to him for signature (i.e. after date of award), furnish and file with the Transportation Director an acceptable surety bond on the form included in the proposal in an amount equal to 100 percent of the contract bid price of the contract as awarded. Said bond shall be furnished by a surety company qualified and authorized to make such bonds in the State of Alabama, and countersigned by an authorized agent resident in the State who is qualified to execute such instruments. The bond shall have attached thereto power of attorney of the signing official unless such power of attorney is already on file in the office of the Department. In case of default on the part of the Contractor, all expense incident to ascertaining and collecting losses suffered by the State under the bond, including engineering, direct administration, and legal services, shall be charged against the contract bond for performance of the work.

(b) Labor, Materials, Services, Insurance, Feed Stuffs, or Supplies Bond.

Subarticle 103.05 (b) shall be replaced by the following:

(b) Labor, Materials, Services, Insurance, Feed Stuffs, or Supplies Bond.

In addition thereto, the bidder to whom the award is made shall, within the same **5 calendar days**, execute and file with the Director an acceptable surety bond payable to the State in an amount not less than 100 percent of the contract bid price, with the obligation that the Contractor shall promptly make payment to all persons furnishing him or them with labor, materials, feed stuffs, services, insurance, bond, or supplies for or in the prosecution of the work, and for the payment of reasonable attorneys fees, incurred by successful claimants or plaintiffs in suits on said bond.

103.06 Execution of Contract.

Article 103.06 shall be replaced by the following:

103.06 Execution of Contract.

The contract shall be executed by the bidder to whom award is made, on the form included in the proposal, and returned to the Director with satisfactory contract bonds within **5 calendar days** after the prescribed forms have been presented to him for signature (i.e. after date of award). Should extenuating circumstances prevail, the Director may grant an extension in time not exceeding **5 calendar days** for the return of the contract and bonds as provided herein and in Article 103.05.

103.07 Approval of Contract.

Article 103.07 shall be replaced by the following:

103.07 Approval of Contract.

A period of 20 calendar days will be allowed for execution of the contract by the Director and approval of same by the Governor, after its presentation by the successful bidder, unless the successful bidder agrees in writing to a longer period. No contract is binding upon the State until it has been executed by the Director and approved by the Governor of the State. The date of the final execution of the contract shall be the date on which it is signed by the Governor.

SECTION 108
PROSECUTION AND PROGRESS

108.02 Notice to Proceed.

Article 108.02 shall be replaced by the following:

108.02 Notice to Proceed.

(a) General.

A notice to proceed shall be issued by the Engineer within **5 calendar days** after final execution of the contract by the Director and approval by the Governor, unless both parties agree in writing to a stipulated extension in time for the issuance of a notice to proceed. Unless the Contractor is otherwise notified in writing, it shall be understood that the mailing or the delivery to the Contractor or his authorized agent, of a copy of the executed and approved contract and bonds or the mailing of written notice by the Engineer or receipt of telegraphic notice from the Engineer, that the contract has been approved by the Governor, shall constitute the notice to proceed. If the Contractor is notified in writing that none of the above shall constitute notice to proceed, he shall not commence work until receipt of a written notice to proceed signed by the Engineer.

(b) Beginning and End of Contract Time Charges.

Contract time charges will begin when the Contractor begins work on a pay item or on incidental work that will interfere with traffic, but in no case later than **10 calendar days** after issuance of notice to proceed. Time charges will end upon satisfactory completion of all pay items in the contract.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: September 8, 2022 GASP No. 22-GA0008

EFFECTIVE DATE: May 1, 2023

SUBJECT: Asphalt Pavement

Alabama Standard Specifications, 2022 Edition, SECTION 106, SECTION 401, SECTION 410, SECTION 420, SECTION 423, SECTION 424, and SECTION 804 shall be revised as follows:

SECTION 106
CONTROL OF MATERIALS

106.09 Quality Control and Quality Assurance (QC/QA) Requirements for Hot Mix Asphalt (HMA) Pavement.

(b) Quality control.

The following note shall be added after Table I and will apply to all types of asphalt mixes.

Note: For asphalt paving jobs that are 1000 feet or less in length, such as those at bridge or culvert replacements, the Contractor, as part of his QC plan, shall establish a rolling pattern using the nondestructive testing devices approved in Section 306 of the Specifications. The device shall either be calibrated to roadway cores or gage counts and shall be used to determine the rolling pattern producing maximum density. Contractor QC personnel shall be on site throughout each day to perform periodic checks and verify that the rolling pattern continually produces the maximum density that is achievable.

(c) Quality Assurance.

4. Testing and Lot Verification.

Item 106.09(c)4 shall be replaced by the following:

4. Testing and Lot Verification.

Air voids shall be computed on the Contractor's sample by using the running average of the Contractor's last four maximum specific gravities and the individual bulk specific gravity. If slag is used as an aggregate in the mixture, the running average of the Contractor's four most recent determinations for the bulk specific gravity of the compacted mixture shall be used in the computation of the air voids for the Contractor's sample. The calculation of the running averages of both maximum specific gravity and bulk specific gravity shall start with the first LOT. The test strip is independent of the LOTs. Air voids shall be computed on the Department's sample by using the Department's individual maximum specific gravity and individual bulk specific gravity. The Department and the Contractor shall compare test results with each other for the above mentioned testing increments. If there are no differences or if the differences are within the tolerances listed in Tables V or VI, Section 410, for each parameter, no further testing and analysis will be necessary and the Contractor's test values will be used in the computation of the appropriate LOT pay factor.

If the Contractor's air voids do not compare with the Department's test results, the Contractor shall re-compute test results using the individual maximum specific gravity and the individual bulk specific gravity for that particular testing increment and re-compare with the verification test result. If the results compare within the tolerances in Table V, Section 410, using the individual maximum

specific gravities and the individual bulk specific gravity, no further testing will be required and the Contractor's running average of the last four maximum specific gravities and the last four maximum specific gravities and individual bulk specific gravities will be used to compute air voids for pay factor determination.

Also, if the Contractor's air voids do not compare with the Department's test results, and the Contractor is using slag as an aggregate, the Contractor shall re-compute test results using the individual bulk specific gravity for that particular testing increment and the running average of the Contractor's last four maximum specific gravities and re-compare with the verification test result. If the results compare within the tolerances in Table V, Section 410, using the individual bulk specific gravity, no further testing will be required and the Contractor's running average of the last four bulk specific gravities and the last four maximum specific gravities will be used to compute air voids for pay factor determination.

If the results of the Department's verification test and the Contractor's test do not compare within the tolerances in Tables V or VI, Section 410, but yield the same pay factor for the LOT when the Department's result is substituted for the Contractor's result, no further testing will be required. Where the Contractor's test results and the Department's test results do not compare and cannot be resolved by the above mentioned methods but the pay factor dispute is between 1.00 and 1.02 the Contractor may elect to accept the 1.00 pay factor and waive referee testing.

When differences between test results of the verification samples are not within the tolerances listed in Tables V or VI, Section 410, and cannot be resolved by the above mentioned methods, referee testing will be required.

All referee samples will be tested by the Bureau of Materials and Tests, Central Laboratory, 3704 Fairground Road, Montgomery, AL 36110. The Bureau of Materials and Tests Central Laboratory is an AASHTO accredited laboratory (see AASHTO R 18, Recommended Practice for Establishing and Implementing a Quality System for Construction Materials Testing Laboratories).

5. Referee Testing

a. Laboratory:

Subitem 106.09(c)5a shall be replaced by the following:

a. Laboratory:

All testing increments of the referee samples for the entire LOT shall be tested in the Bureau of Materials and Tests Hot Mix Laboratory for the pay factor parameter(s) (liquid asphalt binder content, laboratory compacted air voids, or gradation) in question. The Contractor's results (using the individual air voids, individual bulk specific gravities and running average of maximum specific gravities) will be compared to the Bureau of Materials and Tests results (using Materials and Tests individual bulk and maximum specific gravities) for each testing increment in the LOT. When the Contractor's results and the Bureau of Materials and Tests results are within the tolerances listed in Tables V or VI, Section 410, the Contractor's results will be used. When the Contractor's results are not within the tolerances listed in Tables V or VI, Section 410, the Bureau of Materials and Tests Central Laboratory results will be used for final pay factors. The Bureau of Materials and Tests Central Laboratory will record the Contractor's field results and the Central Laboratory's results of the parameter(s) in question on form BMT-135.

For each testing increment these results, either the Contractor's or the Bureau of Materials and Tests', will be used in the computation of the appropriate LOT pay factor.

Should differences between test results, that are not within the tolerances listed in Table V or VI, Section 410, for liquid asphalt binder content, air voids, or gradation continue for two consecutive days, operations shall be halted until testing discrepancies can be resolved. The Bureau of Materials and Tests will monitor testing procedures by Department and Contractor technicians until consistent test results are achieved.

SECTION 401
BITUMINOUS SURFACE TREATMENTS

401.01 Description.

(b) Bituminous Treatment Table.

Article 401.01(b) shall be replaced with the following:

(b) Bituminous Treatment Table.

The following table shows the amount of bituminous material and the size and amount of cover aggregate required for the various types of bituminous treatments. The types are designated in the table by letters of the alphabet such as A, B, C, D, etc. The proposal will designate in the pay item description which of the various types are to be used. The kind of bitumen may also be specified or, if none is specified, the Contractor may select one of the kinds, if not in conflict with other provisions of these Specifications, permitted by the table. All other requirements of the tabular line opposite the type designation shall apply.

(Example: A bituminous treatment Type AKG, specifies a prime coat with the quantities specified on line "A", covered by a single surface treatment with the quantities specified on line "K", covered in turn by a seal treatment with the quantities shown on line "G".)

Bituminous materials shall be placed within the tolerance specified by the table for the type treatment involved, unless otherwise ordered by the Engineer in writing. Any variation outside of the designated limits shall be cause for ordering the treatment to be removed and replaced or corrected as directed by the Engineer, all without additional cost to the Department.

The rate of aggregate coverage shown by the table is the approximate rate found to produce an acceptable coverage when properly applied. Regardless of the rate shown, the Contractor shall provide aggregate in sufficient quantities and so spread the aggregate that the bitumen is uniformly and evenly covered.

The Engineer will notify the Contractor in writing should it become advisable to change the amounts of any material from the limits specified in the table. In such event an adjustment in the contract unit price will be made as specified in Subarticle 401.06(a).

BITUMINOUS TREATMENT TABLE SUBARTICLE 401.01(b)					
Designated Letter	Type Treatment	Aggregates ****		Gallons {Liters} of Bituminous Material per square yard {m^2} of Treatment **	
		Size	cu. ft./ sq. yd. {m^3/m^2}	Liquid Asphalt Binder	Emulsified Petroleum Resin, Cutback or Emulsified Asphalt
A	Prime Coat				0.10 – 0.25* {0.45 - 1.13}*
B	Flush Coat "B"	Sand	0.15 {0.0051}		0.16 – 0.19 {0.72 - 0.86}
C	Flush Coat "C"	9	0.20 {0.0068}		0.16 – 0.19 {0.72 - 0.86}
D	Liquid Seal "D"	78 or 89	0.25 {0.0085}	0.18 – 0.21 {0.81-0.95}	0.20 – 0.23 {0.90 - 1.04}
E	Liquid Seal "E"	78	0.25 {0.0085}	0.22 – 0.25 {1.00-1.13}	0.25 – 0.28 {1.13 - 1.27}
F	Liquid Seal "F"	78	0.27 {0.0091}	0.26 – 0.29 {1.18-1.31}	0.31 – 0.34 {1.40 - 1.54}
G	Liquid Seal "G"	7 or 78	0.27 {0.0091}	0.31 – 0.34 {1.40-1.54}	0.35 – 0.38 {1.58 - 1.72}
H	Liquid Seal "H"	6	0.40 {0.0135}	0.31 – 0.34 {1.40-1.54}	0.35 – 0.38 {1.58 - 1.72}
J	Surface Treatment "J"	6	0.42 {0.0142}	0.33 – 0.36 {1.49-1.63}	0.38 – 0.41 {1.72 - 1.86}
K	Surface Treatment "K"	5	0.50 {0.0169}	0.35 – 0.38 {1.58-1.72}	0.40 – 0.43 {1.81 - 1.95}
L ***	Surface Treatment "L"				
	1st Application	4	0.9 {0.0305}	0.35 – 0.38 {1.58-1.72}	0.40 – 0.43 {1.81 - 1.95}
	Dry Choke	78	0.20 {0.0068}		
	2nd Application	78	0.25 {0.0085}	0.55 – 0.58 {2.49-2.63}	0.62 – 0.65 {2.81 - 2.94}

* Appropriate rate will be set by engineer within the maximum and minimum range

** For shoulders, different amounts of aggregate and bitumen may be shown on plans or in the proposal.

*** Aggregate for this treatment shall be crushed aggregate.

**** Approximate rate of application for uniform coverage. Minor adjustments to these rates may be ordered by the Engineer to fit the physical properties of aggregates furnished for use.

Multipurpose and Cationic Emulsified Asphalts shall be in the same quantities as shown above for Emulsified Asphalt. Conversion of aggregate volume to weight {mass}, when required, shall be in accordance with AASHTO T 19.

The application rates of Bituminous Materials shown above are based on the material being at 60 °F {16 °C}.

401.03 Construction Requirements.

(a) Equipment.

2. Pressure Distributor.

Item 401.03(a)2 shall be replaced by the following:

2. Pressure Distributor.

A pressure distributor shall be required and shall be so designed and operated that it will distribute the contents in a uniform spray for the full width of the treatment area without

atomization, at the rate and within the limits specified. Heating equipment shall be provided. Distributors shall be capable of circulating or agitating the bitumen throughout the heating process providing a uniform temperature, with the ranges specified herein, and suitable means shall be provided for determining such temperatures. Suitable measuring equipment for accurately measuring the volume of the contents shall be provided. The distributor shall be equipped with a spray bar of adjustable height, hand hose, and nozzle.

Heating equipment will not be required for the application of Emulsified Petroleum Resin prime.

SECTION 410
ASPHALT PAVEMENTS

410.01 Description.

Article 410.01 shall be replaced by the following:

410.01 Description.

The work under this Section covers the general requirements that are applicable to all types of hot and warm mix asphalt pavements of the plant mix type. Deviations from these general requirements will be indicated in the specific requirements for various types of mixes noted in the following sections of these Specifications.

This work shall consist of one or more courses of hot and warm mix asphalt plant mix constructed in accordance with these specifications and the specific requirements of the type of mixture required and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or established by the Engineer. The Contractor may use either hot mix or warm mix for all Superpave ESAL Range mixes in Sections 420, 423, and 424. Warm mix asphalt shall be defined as the use of an approved warm mix technology in the plant mix at the time of production.

This work shall also include the preparation of the underlying surface on which the plant mix is to be placed, including patching and/or leveling as shown on the plans or directed by the Engineer.

In addition, this work shall also include the placing of widening at locations shown on the plans and/or directed by the Engineer. In general, widening shall consist of (1) narrow width build-ups, three feet or less {one meter or less}, required for widening existing pavement, (2) paving for turn-outs beyond three feet {one meter} from the edge of pavement, (3) pavement crossovers, and (4) turning lanes of less than 200 feet {60 m} for crossovers. Paving used on turn-outs for intersecting paved roads and shoulder paving will not be considered as widening unless shown on the plans.

Surface layers and wearing layers are defined as those layers where the pay item contains the wording “Wearing Surface”.

All ALDOT procedures referenced are applicable to both hot and warm mix asphalt.

410.03 Construction Requirements.

(c) Preparation of Underlying Surface.

3. Leveling.

Item 410.03(c)3 shall be replaced by the following:

3. Leveling.

When leveling of an existing pavement or base is provided by the plans, the surface shall be brought to required grade and cross section with plant mix material. The surface to be treated shall be prepared as noted herein and approved before placing the new material. The plant mix material shall be spread in accordance with the provisions of Item 410.03(f)2 and shall be compacted in accordance with section 410.03(g).

Leveling shall include the placement of asphalt plant mix layers to correct superevelation when directed.

SECTION 420
POLYMER MODIFIED OPEN GRADED FRICTION COURSE

420.02 Materials.

(e) Tack Coat Materials

Subarticle 420.02(e) shall be replaced by the following:

(e) Tack Coat Materials

Tack coat materials shall either be a CQS-1hp asphalt emulsion used in conjunction with the spray paver equipment as required in Subarticle 420.04 (d) or "PG Asphalt for Trackless Tack" including DOTC-10, eTac HB, or Ultrafuse with conventional paving equipment. All tack coat materials shall meet the requirements given in Section 804 except as modified by the requirements given herein. The CQS-1hp shall be smooth and homogeneous and shall meet the requirements shown in the following table:

CQS-1hp MODIFIED ASPHALT EMULSION			
TEST OF EMULSION			
Parameter	Test Method	Value	
Viscosity @ 77° F, SF	AASHTO T 59	20 Min.	150 Max.
Sieve Test, %	AASHTO T 59	-	0.1 Max.[1]
24-Hour Storage Stability, %	AASHTO T 59	-	1.0 Max. [2]
Residue By Distillation	AASHTO T 59	60 Min.	-
Oil Distillate, by Volume of Emulsion, %	AASHTO T 59	-	-
Particle Charge	AASHTO T 59	Positive [3]	
TEST OF RESIDUE FROM EMULSION			
Solubility in TCE, %	AASHTO T 44 [4]	97.5 Min.	-
Elastic Recovery @ 50 °F	AASHTO T 301	60.0 Min.	-
Penetration @ 77 °F	AASHTO T 49	60 Min.	110 Max.
Ductility @ 77.0 °F	AASHTO T 51	40 Min.	-

1. Sieve test may be waived based on successful application in the field.
2. After standing undisturbed for 24 hours, the surface shall show no white, milky-colored substance, but shall be a smooth homogeneous color throughout the sample.
3. If the Particle Charge Test is inconclusive, a pH test (AASHTO T 200) shall be used with a maximum of 6.7 allowable.
4. ASTM D 5546 may be used when polymers block the filter during the test.

The original "PG Asphalt for Trackless Tack" (no RTFO or PAV testing) shall conform to the physical requirements shown in the following table:

SPECIFICATIONS FOR PG ASPHALT FOR TRACKLESS TACK		
Parameter	Specification	Test Method
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Penetration	Maximum 25 @ 77 °F {25 °C}, 100 g. 5s	AASHTO T49
Softening Point (°C)	Minimum 70	AASHTO T 53
Dynamic Shear, G*/sin δ	Minimum 1.0 kPa @ 82 °C	AASHTO T 315

SECTION 423
STONE MATRIX ASPHALT (SMA)
(FIBER STABILIZED ASPHALT CONCRETE)

423.02 Materials.

(c) Blend of Aggregates.

In Subarticle 423.02(c) the table "Allowable Carbonate Stone Criteria for SMA" shall be replaced by the following:

ALLOWABLE CARBONATE STONE CRITERIA FOR SMA	
BPN 9 Value of Aggregate Source *	Maximum Allowable Percentage Of Carbonate Stone
≤ 20	Not Allowed
21 through 25	30
26 through 28	35
29 through 31	40
32 through 34	45
≥ 35	50
* This value, BPN 9, is made using the British Pendulum Tester on aggregate source specimen polished for 9 hours on an accelerated polishing machine known as the British Wheel as per ASTM D 3319, ASTM E 303 and BMTP-382.	

SECTION 424
SUPERPAVE BITUMINOUS CONCRETE BASE, BINDER, AND WEARING SURFACE LAYERS

424.02 Materials.

(c) Blend of Aggregates.

4. Restrictions in the use of Carbonate Stone for blend of Aggregates.

Item 424.02(c)4 shall be replaced by the following:

4. Restrictions in the use of Carbonate Stone for blend of Aggregates.

The restrictions for the use of carbonate stone are given in the following table. These restrictions do not apply to widening as defined in Article 410. 01, shoulder paving, underlying layers, and layers that are to be covered by Polymer Modified Open Graded Friction Course (Section 420) mix in this contract.

CRITERIA FOR THE USE OF CARBONATE STONE IN SUPERPAVE	
BPN 9 Value Of Aggregate Source *	Maximum Allowable Percentage Of Carbonate Stone
≤ 20	Not Allowed
21 through 25	30
26 through 28	35
29 through 31	40
32 through 34	45
≥ 35	50
* This value, BPN 9, is made using the British Pendulum Tester on aggregate source specimen polished for 9 hours on an accelerated polishing machine known as the British Wheel as per ASTM D 3319, ASTM E 303 and ALDOT-382.	

In no case shall the total amount of virgin carbonate stone in the combined mixture used as actual wearing surface layers that are exposed to traffic exceed the percentage shown in the above table. When parts of the carbonate stone used in the mix are from differing strata of material or coming from multiple sources that are represented by different BPN 9 values, the lowest BPN 9 value will be used.

SECTION 804
ASPHALT MATERIALS

804.07 Tables of Asphalt Materials.

Article 804.07 shall be replaced by the following:

804.07 Tables of Asphalt Materials.

(a) Asphalt Materials Table Number 1, Grade PG 58-22.

ASPHALT MATERIALS TABLE NO. 1 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	**Grade PG 58-22**	
	Specification	Test Method
Original Binder		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 58 °C	AASHTO T 315
Rolling Thin Film Oven Residue (AASHTO T 240)		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 58 °C	AASHTO T 315
Pressure Aging Vessel Residue (AASHTO R 28)		
Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 22 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 22°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

(b) Asphalt Materials Table Number 2, Grade PG 64-22.

ASPHALT MATERIALS TABLE NO. 2 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	**Grade PG 64-22**	
	Specification	**Test Method**
Original Binder		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 64°C	AASHTO T 315
Rolling Thin Film Oven Residue (AASHTO T 240)		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 64 °C	AASHTO T 315
Pressure Aging Vessel Residue (AASHTO R 28)		

Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 25 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 25°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

The binder shown in Table No. 2 shall be made by adding polymer to a refined grade of PG 58-22 or shall be blended from PG 76-22 using an ALDOT approved blending procedure at the refinery. Air blown and oxidized asphalt shall not be used.

All PG 64-22 shall contain a minimum of 1.5 %, by weight, polymer solids.

A sample and infrared scan (Fourier Transform Infrared, FTIR) using the ALDOT 408 test method to determine the styrene and butadiene peaks and polymer percentage at the appropriate polymer loading shall be submitted to the Materials and Tests Engineer for laboratory evaluation prior to use.

All polymers shall conform to Section 811 for polymer additives.

All Polymer Modified Asphalt Binder manufacturers shall submit the information required in Article 811.01 annually or upon request by the Department.

(c) Asphalt Materials Table Number 3, Grade PG 67-22.

ASPHALT MATERIALS TABLE NO. 3 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDERS (NOT SHOWN IN AASHTO M-320)		
Property	**Grade PG 67-22**	
	Specification	Test Method
Original Binder		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 67 °C	AASHTO T 315
Rolling Thin Film Oven Residue (AASHTO T 240)		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 67 °C	AASHTO T 315
Pressure Aging Vessel Residue (AASHTO R 28)		
Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 26.5 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 26.5°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

(d) Asphalt Materials Table Number 4, Grade PG 76-22.

ASPHALT MATERIALS TABLE NO. 4 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	**Grade PG 76-22**	
	Specification	Test Method
Original Binder		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 76°C	AASHTO T 315
Rolling Thin Film Oven Residue (AASHTO T 240)		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 76 °C	AASHTO T 315
Elastic Recovery	Minimum 50 %@ 10°C	AASHTO T 301[1]
Pressure Aging Vessel Residue (AASHTO R 28)		
Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 26.5 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 31°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313
[1]The following exceptions shall be made to the requirements given in AASHTO T 301: The statement given in Section 4.5 that reads "Attach the clips to the pins or hooks of the force adapter and the testing machine…" shall be disregarded. The mold shall be in accordance with the requirements given in ASTM D 6084 with dimensions noted in this method. All Elastic Recovery failures will be subject to FTIR scans for acceptability.		

All binders used in Table 4 shall be made by the addition of polymer to refined grades of PG 67-22 without using air blown or oxidized asphalt.

All PG 76-22 shall contain a minimum of 2.5 %, by weight, polymer solids.

A sample and infrared scan (Fourier Transform Infrared, FTIR) using the ALDOT 408 test method to determine the styrene and butadiene peaks along with the percentage of polymer added at the appropriate polymer loading shall be submitted to the Materials and Tests Engineer for laboratory evaluation prior to use. All polymers shall conform to Section 811 for polymer additives.

All Polymer Modified Asphalt Binder manufacturers shall submit the information required in Article 811.01 annually or upon request by the Department.

(e) Asphalt Materials Table Number 5, Emulsified Asphalts.

ASPHALT MATERIALS TABLE NO. 5

SPECIFICATIONS FOR EMULSIFIED ASPHALTS

| | VISCOSITY GRADE | | |

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: June 23, 2023 GASP No. 22-GA0010(2)

EFFECTIVE DATE: September 1, 2023

SUBJECT: Work Performed and Progress Based Pay Items.

Alabama Standard Specifications, 2022 Edition, shall be amended by the revision of SECTIONS 101, 108, by the replacement of SECTIONS 600, 680, and 698:

SECTION 101
DEFINITION OF TERMS

101.01 Definitions.

(b) Terms.

Subarticle 101.01(b) shall be amended by the addition of the following definitions:

Adjusted Contract Amount. The current contract amount that is determined by applying actual and projected changes to the Contract Bid Price (original contract amount) caused by quantity overruns or underruns in contract items and actual and projected costs for extra work, either by supplemental agreement or by force account.

Original Contract Amount. The total contract bid price not including changes caused by quantity overruns, underruns, or extra work.

Progress Based Pay Items. Contract pay items for which progress payments (monthly estimate payments) are based on the progress of construction. Progress based pay items include Mobilization, Construction Fuel, Geometric Controls, and other items for which payments will be based on the progress of construction.

State Construction Engineer. The Bureau Chief of the Construction Bureau, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Work Performed. The dollar amount of work that has been completed at a point in time when progress payments (monthly estimate payments) will be made. Work Performed is the payment for the designated physical construction work that has been completed and accepted for payment. Work Performed will not include the following:

- payments for extra work done on a Force Account basis;
- payments that were, or will be based on the progress and quality of the construction;
- payments that were, or will be made for material price adjustments, fuels, and stored or unused materials.

Subarticle 101.01(b) shall also be amended by the deletion of the following definition:

~~**Contract Sum or Contract Amount.** The total contract bid price, revised to include changes caused by overruns and underruns in contract items, plus the sum of all approved supplemental agreements and force account orders.~~

SECTION 108
PROSECUTION AND PROGRESS

108.04 Prosecution of Work.

(e) Unsatisfactory Progress.

Subarticle 108.04(e) shall be replaced by the following:

(e) Unsatisfactory Progress.

The Department will monitor the Contractor's progress towards completing the work. The Contractor may be disqualified from bidding further work with the Department if the progress towards completing the work is unsatisfactory.

Unsatisfactory progress toward completing the work shall be when the "Percent Time Elapsed" exceeds the "Percent Complete" by more than 25 %. Percent Time Elapsed and Percent Complete are defined as follows:

$$\text{Percent Time Elapsed} = 100 \times \left[\frac{\text{Days Charged}}{\text{CT} + \text{TE}} \right]$$

$$\text{Percent Complete} = 100 \times \left[\frac{\text{WP} + \text{FA}_1}{\text{AC} - \text{PBPI}} \right]$$

Where,
Days Charged = Number of days charged towards the completion of the work.
CT = Original Contract time. (Days)
TE = Number of days of time extension. (Days)
WP = "Work Performed" as defined in Article 101.01. (Dollars)
FA_1 = Payments for Extra Work paid by Force Account. (Dollars)
AC = "Adjusted Contract Amount" as defined in Article 101.01. (Dollars)
PBPI = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

The decimal values derived by the terms "(Days Charged) / (CT + TE)" and "$(WP + FA_1) / (AC - PBPI)$" shall be rounded to the nearest hundredth.

When the Contractor's progress towards completing the work is unsatisfactory a warning notice of possible disqualification will be sent from the State Construction Engineer to the Contractor by certified mail (return receipt requested). The Contractor will be allowed 10 calendar days from the date of the receipt of the notice of possible disqualification to complete enough of the work to make the progress satisfactory or submit in writing an acceptable explanation to the State Construction Engineer for why the progress is unsatisfactory. At the end of the ten day period, a final notice of disqualification from further bidding will be issued if the progress of the work remains unsatisfactory or the explanation for the unsatisfactory progress is unacceptable.

108.08 Determination of Contract Time.

(d) Monthly Statement and Time Charges.

2. Contracts on a Calendar Day or Date Basis.

Item 108.08(d)2. shall be replaced by the following:

2. Contracts on a Calendar Day or Date Basis.

For projects on a calendar day or date basis, a statement will be furnished the Contractor indicating the number of calendar days remaining in the contract. For contracts that have a calendar completion date, the days assigned for contract time will be the number of calendar days available to the Contractor for performance of the work (from the beginning of contract time charges through the original calendar completion date). A revised completion date will be established for time extensions by adding the approved number of days of extension to the original contract completion date.

108.09 Extension of Contract Time.

Article 108.09 shall be replaced by the following:

108.09 Extension of Contract Time.

(a) Days or Date of Time Extension.

If approved by the Engineer, contract time extensions will be given as additional working days, additional calendar days or a revised calendar completion date in accordance with the type of time that is set in the original contract for the completion of the work. An extended time for completion, once approved, shall be in full force and effect the same as though it were the original time for completion.

(b) Extension of Contract Time due to Extra Work.

The original contract time may be extended due to the addition of extra work if the Engineer determines that the extra work will affect the schedule for the completion of the project. The contract time will be modified when the extra work is made a part of the contract.

(c) Extension of Contract Time due to Contract Overrun.

An extension of contract time will be made by the Engineer to account for the overrun of the required work (unexpected increase in the quantity of work). The time extension will be calculated using the following formula.

$$TE = CT \left[\frac{WP + FA_2 - EW}{OC - PBPI_1} - 1.0 \right]$$

(This formula is only applicable when WP – EW is greater than OC – PBPI.)

Where,
TE = Number of days of time extension. (Days) (Rounded up to the nearest whole number.)
CT = Original Contract time. (Days)
WP = "Work Performed" as defined in Article 101.01. (Dollars)
FA_2 = Payments for Extra Work paid by Force Account except for Force Account work that has been covered under an approved Time Extension. (Dollars)
EW = Total Amount of Extra Work paid by Supplemental Agreement, regardless of whether or not a time extension is approved as part of the agreement. (Dollars)
OC = Original Contract Amount. (Dollars)
$PBPI_1$ = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

For contracts that have a calendar completion date, there will be no automatic extension of contract time based on contract overrun. Extensions of contract time for calendar date projects must be based on either extra work or an approved Contractor request for additional time.

(d) Contractor's Request for an Extension of Contract Time.

If the Contractor anticipates that the work cannot be completed within the contract time (which includes approved time extensions) the Engineer may consider the Contractor's request for an extension of contract time. The request must be submitted in writing to the Engineer. The request shall include the specific dates and amount of time requested by the Contractor and a full description of the circumstances that were beyond the control of the Contractor and could not have been anticipated by the Contractor that caused the delay in the overall completion of the work. The controlling work items for each day and the factors that affected progress on these items shall also be provided. An assertion that the contract time is inadequate for the completion of the work will not be considered an acceptable reason for a time extension.

The Contractor shall submit the request for an extension of contract time to the Engineer for evaluation. The Engineer will evaluate the request and then send a recommendation for approval, disapproval or partial approval to the Construction Engineer for further evaluation.

The State Construction Engineer or Region Engineer may approve a time extension if the work was delayed because of conditions beyond the control of the Contractor and could not have been anticipated by the Contractor.

The Transportation Director will make a final determination of the amount of the time extension if the Contractor disagrees with the time extension designated by the State Construction Engineer or Region Engineer. The Contractor may submit the disputed request for a time extension

directly, in writing, to the Transportation Director. The Transportation Director will be the final authority in evaluating the disputed request for the time extension. The Transportation Director may send the request to the Claims Committee for a recommendation before making the final decision. Time extension requests will not be referred to the Claims Appeal Board. Information concerning the Claims Committee and Claims Appeal Board is given in Section 110.

SECTION 600
MOBILIZATION

600.01 Description.

This Section shall cover the preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

The lump sum bid for mobilization shall be so distributed among the various pay items of the contract that an overrun of a particular pay item will not adversely affect the unit price of that item.

600.02 Materials.

Not applicable.

600.03 Construction Details.

Not applicable.

600.04 Method of Measurement.

(a) Partial Payment.

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

Partial Payments for mobilization are based on the Percent Complete and the total adjusted contract amount for all items of work. Payments will be made at the time, and in the amounts shown in the following schedules.

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS LESS THAN, OR EQUAL TO 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Mobilization)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Mobilization	20 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Mobilization	70 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Mobilization	100 % of the Bid Price for Mobilization
Note: If 50 % or more of the adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Mobilization will be made on the first estimate. The remainder of the Bid Price for Mobilization will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS GREATER THAN 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount, Except the Final Payment)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	2 % of the Original Contract Amount	2 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	6 % of the Original Contract Amount	8 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	4 % of the Original Contract Amount	12 % of Total Contract Amount
At Acceptance for Maintenance per Item 105.15(c)3.	Remainder of Contract Amount for Mobilization	100 % of Contract Amount for Mobilization

The total sum of all payments shall not exceed the original contract amount bid for the item of Mobilization, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project or moved equipment away from the project and then back again.

(b) When No Separate Payment Is Shown in the Proposal.

When the proposal does not include a separate item for Mobilization, all work and incidental costs specified as being covered under this Section shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

600.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Mobilization, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum price bid shall be full compensation for organizing and moving all labor, tools, equipment, supplies, and incidentals to the project site and for disbanding, disorganizing, and removing all labor, tools, equipment, supplies, and incidentals from the project site, regardless of number of times such moves are made, including all preconstruction costs exclusive of bidding costs.

(b) Partial Payment.

Partial payments may be made in accordance with schedule noted in Article 600.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14.

(c) Payment will be made under Item No.:

600-A Mobilization - per lump sum

SECTION 680
GEOMETRIC CONTROLS

680.01 Description.

When this item is included in the proposal, it shall consist of the Contractor furnishing, placing, and maintaining construction stakes, lines, and grades necessary for establishing the accurate location of all features of construction.

680.02 Materials.

All materials needed in the performance of the work of Geometric Controls shall be furnished by the Contractor.

680.03 Construction Requirements.

(a) Determination of Lines and Grades.

The Engineer will furnish centerline control points (P.C.s, P.O.C.s, P.T.s, P.O.T.s, etc.) at intervals determined necessary by the Engineer for the Contractor to establish alignment on all roadways. Where ramps, cross roads, service roads, etc. are geometrically tied to the mainline roadway, the

Engineer will only establish control points along the mainline of the roadways. The Engineer will stake breaks of rights-of-way and mark the clearing limits.

Bench marks will be furnished at intervals along the project for vertical control. Sufficient design roadway cross section information (elevations, slope ratios, etc.) will be provided to enable the Contractor to establish grade stakes and slope stakes. Alignment data and flowline data for drainage structures (including box culverts) will be furnished by the Engineer. For each bridge site, except box culverts, the Engineer will furnish a minimum of two horizontal control points and one bench mark for vertical control.

(b) Contractor's Responsibility.

1. Contractor's Responsibility for Establishing Geometric Controls.

The Contractor shall be responsible for all layout and geometric control work necessary for construction of all items of work. The Contractor shall use the plans, controls and other data furnished by the Engineer in establishing the required location of all features of the work. The Contractor shall be responsible for the utilization and preservation of all furnished controls. The Contractor shall replace State furnished control stakes or marks that are disturbed by the Contractor during construction.

2. Contractor's Responsibility to Check Furnished Controls.

The Contractor shall check all furnished controls as a first order of work to be assured that they are accurate. The Contractor's use of all furnished points and marks for construction of the project shall be acceptance of the responsibility for the accuracy of these controls. By acceptance of responsibility for the accuracy of the controls the Contractor waives all claims for extra compensation for corrective work if the controls are later found to be incorrect. All discrepancies shall be reported immediately to the Engineer in writing.

3. Setting Geometric Controls for Roadway Construction.

The Contractor shall mark or monument the locations of the finished subgrade along the centerline, at the edges of lanes and at breakpoints. Markings or monuments shall be provided at intervals of 100 feet {30 m} on tangent alignments and at intervals of 50 feet {15 m} on curved alignments. The type of marking or monument shall be suitable for the purpose of checking the vertical and horizontal position of the location against the required position shown in the plans. The type of marking or monument shall be approved by the engineer prior to being set.

The Contractor shall also mark or monument locations on each layer of soil or aggregate base at transverse breakpoints on these layers at intervals of 50 feet {15 m}.

4. Setting Geometric Controls for Bridge Construction.

For all bridge work the Contractor shall establish and maintain all horizontal and vertical control points and furnish all lines and grades necessary for the bridge construction from the initial layout to the final acceptance of the bridges. The Contractor shall accurately set all forms, headers, rails, and screeds to provide the dimensions, elevations, and grades shown on the plans.

680.04 Method of Measurement.

Measurement of the item of Geometric Controls will be made on a lump sum basis. When more than one project is included in a contract, each project will be designated a fractional part of the lump sum as shown on the plans.

Partial payments for the item of Geometric Controls will be made on monthly estimates with the amount to be paid each month a percentage of the lump sum bid price. Payments will be made at the time and in the amounts shown in the following schedules:

SCHEDULE OF PARTIAL PAYMENTS FOR GEOMETRIC CONTROLS WHEN THE CONTRACT BID PRICE FOR GEOMETRIC CONTROLS IS LESS THAN, OR EQUAL TO 5 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Geometric Controls)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Geometric Controls	20 % of the Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Geometric Controls	70 % of the Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Geometric Controls	100 % of the Bid Price for Geometric Controls
Note: If 50 % or more of the Adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Geometric Controls will be made on the first estimate. The remainder of the Bid Price for Geometric Controls will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR GEOMETRIC CONTROLS WHEN THE CONTRACT BID PRICE FOR GEOMETRIC CONTROLS IS GREATER THAN 5 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Geometric Controls)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	10 % of the Bid Price for Geometric Controls	10 % of Total Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	25 % of the Bid Price for Geometric Controls	35 % of Total Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	50 % of the Bid Price for Geometric Controls	85 % of the Bid Price for Geometric Controls
At Acceptance for Maintenance per Item 105.15(c)3.	15 % of the Bid Price for Geometric Controls	100 % of the Bid Price for Geometric Controls

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of partial payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

680.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Geometric Controls, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum shall be full compensation for furnishing all materials (hubs, stakes, templates, straightedges), equipment, tools, labor, and incidentals necessary to complete this item of work.

Partial payments for the item of Geometric Controls will be made in accordance with Article 680.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14. When more than one project is included in a contract, the amount of a partial payment will be the sum of separate calculations made for each project.

(b) Payment will be made under Item No.:

680-A Geometric Controls - per lump sum

SECTION 698
CONSTRUCTION FUEL COST

698.01 Description.

This Section shall cover the cost of construction fuel for the equipment necessary for the performance of the required work except for the production of Hot Mix Asphalt (HMA).

698.02 Bidding.

The bidder shall enter an amount from zero dollars up to the maximum dollar amount shown in the pay item description for fuel on the proposal form. The Contractor signifies that this amount represents a reasonable estimate of the fuel costs isolated from all other costs of completing the required work except for the production of HMA.

If a proposal contains an amount greater than the maximum amount shown in the pay item description, the amount bid for Construction Fuel will be assigned a value that is the maximum amount.

698.03 Method of Determining Partial Payments and Cost Adjustments.

(a) Partial Payments.

Partial payments for construction fuel will be based on the lump sum bid price for Construction Fuel and the Work Performed ("Work Performed" is defined in Section 101). This component will be calculated as follows.

$$P = CF \left[\frac{WP_{ce} - WP_{pe}}{OC - PBPI_2} \right]$$

Where,

P = Amount of Partial Payment. (Dollars) (The total sum of partial payments may be less than or exceed the original contract amount for Construction Fuel.)

CF = Lump Sum Contract Amount of "Construction Fuel". (Dollars)

WP_{ce} = "Work Performed" (as defined in Article 101.01) at the time of the current estimate or partial payment. (Dollars)

WP_{pe} = "Work Performed" (as defined in Article 101.01) at the time of the prior estimate for partial payment. (Dollars)

OC = Original Contract Amount. (Dollars)

$PBPI_2$ = Original Bid Price for Mobilization, Geometric Controls, and Construction Fuel. (Dollars)

The decimal value derived by the term "(WPce – WPpe) / (OC- $PBPI_2$)" rounded to the nearest hundredth will be the decimal amount of the lump sum contract amount for construction fuel. WP is the "Work Performed" (as defined in Article 101.01).

(b) Cost Adjustments.

The Department will determine and publish a monthly "Fuel Index" utilizing the average area terminal price reports for regular unleaded gasoline and No. 2 fuel of the "Platts Oilgram Price Report" published during the week in which the first day of the month occurs.

The Base Fuel Index (BFI) for the project will be the monthly fuel index published for the month in which the bids were opened for the project. The Current Fuel Index (CFI) for the project will be the monthly fuel index published for the previous month if the estimate is finalized on any day from the 1 st through the 10th day of the month. The Current Fuel Index (CFI) for the project will be the monthly fuel index published for the month in which the estimate is finalized if the estimate is finalized on any day between the 11th and the last day of the month.

A cost adjustment for construction fuel will be calculated as follows.

$$CA = P \left[\frac{CFI}{BFI} - 1 \right]$$

Where,
CA = Amount of Cost Adjustment (Dollars)
P = Amount of Partial Payment Based on Amount of Work Performed (Dollars)
CFI = Current Fuel Index (the current month's CFI is defined above)
BFI = Base Fuel Index

After the expiration of contract time (plus approved time extensions) two calculations of a potential cost adjustment will be made. The first calculation will be made using the current index (CFI) and the base index (BFI) as noted in the preceding formula. The second calculation will be made using the index during the month that contract time (plus approved time extensions) expired and the base index. The smallest amount of cost adjustment resulting from these two calculations will be made for the current estimate period.

(c) Payments and Adjustments for Contracts with More Than One Project.

When more than one project is included in one contract, the amount of payment to be made will be based on the "Work Performed", as defined in Section 101, on the entire contract, not on each individual project. Once the amount of partial payment and cost adjustment is determined, this amount will then be prepared for payment on each individual project based on the fraction of the entire contract of which the project is a part.

698.04 Basis of Payment.

(a) Unit Price Coverage.

The amount designated for construction fuel, shall be full compensation, after all applicable cost adjustments, for the furnishing of fuel for equipment used on the project, except for the fuel for the production of HMA, and for all materials, equipment, tools, labor, transportation and incidentals necessary for its use.

Partial payments for the item of Construction Fuel will be made in accordance with Article 698.03. At the completion of work, the sum of partial payments may exceed or be less than the original contract lump sum unit price bid. The final quantity may be more or less than 1.0 due to contract overruns or underruns.

(b) Payment will be made under Item No.:

698-A Construction Fuel (max. bid limited to $_____) - per Lump Sum

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: December 15, 2023 GASP No. 22-GA0013(2)

EFFECTIVE DATE: June 1, 2024

SUBJECT: Roadway Signs, Construction Signs, and Cones.

Alabama Standard Specifications, 2022 Edition, SECTION 710, SECTION 740, and SECTION 880 shall be amended as follows:

SECTION 710
ROADWAY SIGNS

710.01 Description.

(b) Types and Classes of Signs

The table "Classes and Descriptions of Signs" shall be replaced with the following:

CLASSES AND DESCRIPTIONS OF SIGNS	
Class 1	Obsolete
Class 1A	Obsolete
Class 2	Type IV Reflectorized Sheeting Background with the same Type Reflectorized Sheeting Cut-Out Copy. Type IV Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 2A	Type IV Reflectorized Sheeting Background with Non-Reflectorized Cut-Out Copy For Multiple Extruded Panels, Type XI Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 3	Obsolete
Class 4	Type IV Reflectorized Background with Screen Copy. Type IV Reflectorized Sheeting Background with Digital Printing is also allowable
Class 5	Obsolete
Class 6	Type IV Reflectorized Sheeting Background with Type XI Reflectorized Sheeting Cut-out Copy For Multiple Extruded Panels, Type XI Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 7	Obsolete
Class 8	Obsolete
Class 9	Type XI Reflectorized Sheeting Background with the same Type Reflectorized Sheeting Cut-Out Copy or Digital Printing.
Class 10	Type XI with Screen Copy or Digital Printing

(c) Methods of Fabrication.

The first paragraph of Subarticle 710.01(c) shall be replaced with the following:

In addition to the Classes noted above, signs will be designated by the method of fabrication as follows. At the Contractor's discretion multiple panel signs may be made of multiple flat panels or multiple extruded sections.

710.05 Basis of Payment.

(b) Payment will be made under Item No.:

Subarticle 710.05(b) shall be replaced with the following:

(b) Payment will be made under Item No.:

710-A Class * Sign Panels - per square foot {square meter}
710-B Roadway Sign Post (Description & Size) - per linear foot {meter}
710-C Removal of Existing Roadway Signs - per lump sum
* Appropriate Class

SECTION 740
TRAFFIC CONTROL DEVICES
FOR CONSTRUCTION WORK ZONES

740.02 Materials.

(b) Crashworthiness of Devices.

Subarticle 740.02(b) shall be replaced by the following:

(b) Crashworthiness of Devices.

The Contractor shall be responsible for ensuring that all devices that are used for work zone traffic control meet "crashworthy" requirements given in the National Cooperative Highway research Program (NCHRP) Report 350 for the appropriate category of device.

(d) Materials for Fabrication, Construction, and Installation.

Subarticle 740.02(d) shall be replaced by the following:

(d) Materials for Fabrication, Construction, and Installation.

Materials used in the fabrication, construction and installation of the construction signs, barricades and other devices shall conform to the requirements of Article 104.04, plan details, the MUTCD and the details noted in this Section:

Sign panels may be fabricated from one of the types of material shown below:

Material	Min. Panel Thickness	* Sign Face Area
Aluminum Flat Sheets	0.080 inches {2.00 mm}	All sizes
Aluminum Composite	0.080 inches {2.00 mm}	All sizes

*NOTE: Any sign panel installation using Standard Mounting procedures, which in the opinion of the Engineer does not provide a reasonably rigid sign installation, shall be strengthened by the use of additional supports and/or backing stringers.

Sign background and messages shall be formed using materials noted for such in Articles 880.02 and 880.03. To permit visual verification of proper use, each type sheeting shall display an identifiable symbol, on the face of the sheeting, in a repeat pattern.

When no pre-requirements are specified for units, they shall comply with the manufacturer's specifications as approved by the Department under the provisions of Section 32-5-36 of the Alabama Code.

Items are not required to be new. Used items may be acceptable provided the following conditions are met:

Units are in good repair, clean and structurally sound.
Reflective sheeting on any unit is clean and in good repair.
All legends and messages are sharp, clean and legible.
Reflectivity of said units during the hours of darkness shall provide acceptable, clear and uniform delineation without dead spots.

No test reports are required, but the Engineer shall visually inspect all units and accessories for compliance with the various dimensional and material stipulations noted before approving their use in

the work. The approval of any unit for use is subject to satisfactory field performance and does not preclude the Engineer ordering replacements of units; said replacements for these previously approved units shall be without additional compensation.

(e) Pilot Car, Flaggers, and Flagging Equipment.

Subarticle 740.02(e) shall be replaced with the following:

(e) Pilot Car, Flaggers, Flagging Equipment, and AFAD.

The pilot car, flaggers, flagging equipment, and AFAD shall meet the requirements of the MUTCD. The pilot car shall be a registered motor vehicle designed for use upon a highway. "Off-road" type vehicles will not be allowed.

Automatic Flagger Assistance Devices (AFAD) must be selected from List IV-3 of the Department's MSDSAR.

740.03 Construction Requirements.

(a) Traffic Control Personnel, Devices, Equipment and Training.

Item 740.03(a)3 shall be replaced with the following:

3. Moving and Covering Traffic Control Signs and Other Devices While Not in Use.

During periods when signs and other devices are not being used for traffic control, they shall be removed from the work area, covered with the specified material or otherwise positioned so they do not convey their message to the traveling public. If covered, the covering material shall be 1/2 inch {13 mm} (nominal size) exterior plywood or aluminum composite material cut to fit the shape of the sign panel. The covering material shall be installed in accordance with the plan details and in such manner that no damage will occur to the sign panel during installation. Covering material shall be maintained in a neat and workmanlike manner during its use.

740.04 Method of Measurement.

Article 740.04 shall be modified by the deletion of the following paragraph

~~Ballasts for cones will be measured per each for each weight {mass} ordered, accepted, and used.~~

740.05 Basis of Payment.

Article 740.05 shall be replaced by the following:

740.05 Basis of Payment.

(a) General.

Payment for Construction Signs and Special Construction Signs measured as noted above will be paid for at the contract unit price bid which shall be full compensation for fabrication of sign panel with proper sheeting and legend, furnishing and erecting on proper supports, furnishing all mounting hardware, covering when not in use, handling and maintaining until project completion.

Payment for drums, barricades, cones, delineators, warning lights, and vertical panels, measured as noted above, will be paid for at the contract unit price bid which shall be full compensation for fabrication, erection at designated locations whenever required, furnishing continuous power source for lights, handling and maintenance until project completion. Payment for cones shall include ballasts.

Electric incandescent or fluorescent lights measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing all materials and mounting hardware, wiring, erecting, maintaining and investigating, procuring and bearing the expense of continuous power supply.

Area Lights measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing all materials and mounting hardware including 250 watt mercury vapor lamp or equivalent luminaire and luminaire mounting arm and Class 7 wood pole, wiring, erecting, maintaining and investigating, procuring and bearing the expense of continuous power supply.

Item 740-O, Pilot Car, measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing and operating the pilot car, for furnishing the pilot car driver and flaggers, for all equipment and materials necessary to complete the work.

Item 740-P, Portable Rumble Strips, measured as noted above will be paid for at the contract unit price bid which shall be full compensation for fabrication, for installation at designated locations whenever required, and for handling and maintenance until project completion.

Payment for Items 740-B - L and 740-P will further include all costs in relocating, removing and returning these Items to the project when required to provide a complete traffic control system throughout the life of the project. No payment will be made beyond the maximum quantity of signs, barricades or other traffic control devices installed at any one time except when alternate sign panels are required for proper handling of the traffic, in such case both alternate panels will be measured for payment.

The Lump Sum payment for traffic control devices specified by plan details shall be full compensation for furnishing all materials, power sources and mounting hardware, erecting, handling, relocating signs and devices within the indicated "Traffic Handling Scheme" and maintaining all traffic control devices until project completion. If traffic control devices are deleted from the traffic handling scheme that is to be paid on a lump sum basis, deductions for the items deleted will be made from the lump sum cost in the amount of the contract unit prices bid for the quantity of individual traffic control items so deleted. Traffic control items which are added to the lump sum traffic handling scheme will be paid for at the contract unit price for the item added. A lump sum payment will be considered as full compensation for "traffic handling scheme". Once construction signs or other warning devices are no longer needed within the designated limits of the lump sum "traffic handling scheme", they may be used in other areas of traffic control and payment will be made under the appropriate pay item.

Unless otherwise designated on the construction plans, all signs, barricades, and other traffic control devices covered by this Section shall become the property of the Contractor at the completion of the project. The salvage value for these items shall be reflected in the contract unit prices bid.

No payment will be made for stored materials under this Section unless the material in storage was either manufactured or purchased new for specific use on the project.

No payment will be made for devices installed solely for the protection of the Contractor's work and which serve no useful purpose in protecting the safety of the public or workmen such as traffic cones for paint protection, devices installed to protect fresh concrete presenting no hazard, etc.

The Contractor will be expected to submit a balanced bid for all traffic control items. The submission of unbalanced bid prices may result in loss of contract award.

(b) Payment will be made under Item No.:

740-A Traffic Control Scheme - per lump sum
740-B Construction Signs - per square foot {square meter}
740-C Special Construction Signs - per square foot {square meter}
740-D Channelizing Drums - per each
740-E Cones (36 inches {900 mm} high) - per each
740-F Barricades, Type ____ - per each
740-G Barricades, Type I, (Portable, 24 inches {600 mm} wide) - per each
740-H Delineators - per each
740-I Warning Lights, Type ____ - per each
740-J Electric Incandescent or Fluorescent Light - per each
740-K Area Light - per each
740-L Vertical Panel Type ___* , ___** Sided – per Each
740-O Pilot Car - per each
740-P Portable Rumble Strips - per lump sum

* Specify either I or II
** Specify either Single or Double

SECTION 880
SIGN MATERIALS

880.01 Sign Panels.

(a) Aluminum Sign Materials.

Subarticle 880.01(a) shall be replaced with the following:

(a) Aluminum Sign Materials.

1. General.

Aluminum sign materials shall conform to the details shown on the plans and the following:

The materials used, unless otherwise noted by plan details, shall meet the requirements noted below and, in addition, the material used shall be free from corrosion, white rust, water stains, dirt, and grease with the panels processed as noted in Item 2 below.

ALUMINUM SIGN MATERIALS	
USE	ALLOY & TEMPER DESIGNATION
Sign Panels	ASTM B 209 Alloy 5052-H38 or 6061-T6
Extruded Shapes (sign panels), Bars or Rods	ASTM B 221 Alloy 6063 – T6
Angles, Structural Shapes (including Stiffeners)	ASTM B 308 Alloy 6061-T6
*Bolts	ASTM B 211 Alloy 2024-T4
Tamper Proof Nuts ≤ ¼"	ASTM B 211 Alloy 2024 – T4
*Spring Lock Washers	ASTM B 211 Alloy 7075-T6
Washers	ASTM B 209 Alloy Alclad 2024 – T4
Rivets	ASTM B 316 Alloy 6053 – T6
Shims	ASTM B 209 Alloy 1100-0
Flange Splicing Material	ASTM B 209 Alloy 6061 – T6
Weld Filler Wire	ASTM B 285 Alloy ER 5356 or ER 5556
*Hex. Nuts (Plain)	ASTM B 211 Alloy 6262-T9
*Hex. Lock Nuts	ASTM B 211 Alloy 2017-T4
* Unless otherwise specified	

Aluminum Sign Panel Thickness	
Class 4, 9, and 10 Flat	0.080 inches {2.00 mm}
Class 2, 2A, and 6 Multiple Flat or Multiple Extruded Panels	0.125 inches {3.00 mm}

Aluminum bolts, nuts, and washers shall have an anodic coating of at least 0.0002 inch {0.0051 mm} in thickness and shall be chromate sealed.

Galvanized bolts, nuts, and washers as specified under Galvanized Signs, or stainless steel hardware meeting the requirements of ASTM F 593, will be acceptable in lieu of the above.

2. Special Treatment of Aluminum Sign Material.

Each panel shall receive a chemical conversion treatment that will produce an acceptable etched surface suitable for either porcelainizing or attachment of reflectorized or non-reflectorized sheeting.

3. Tests and Samples.

The Contractor shall furnish certified test reports confirming compliance with the requirements noted and, in addition, shall furnish samples of all materials used in the signs in accordance with current Departmental policy for evaluation and verification tests.

4. Recycled Aluminum Sign Panels.

Recycled aluminum sign panels will be allowed for installation in accordance with the following requirements.

Recycled sign panels shall be the same alloy and temper required for new sign panels. They shall be free of corrosion and white rust and shall meet the required tolerances for flatness and thickness for new sign panels. The process for removing the old reflectorized or non-reflectorized sheeting shall not damage the chromate coating. Smelting, sanding, and chemical stripping processes for recycling will not be allowed.

Recycled signs will be inspected, sampled, and tested in accordance with current Departmental policy, except certified test reports will not be required. The Contractor shall furnish a materials guaranty that the materials conform to the requirements for recycling the sign panels.

(d) Porcelain Enamel Signs.

Subarticle 880.01(d) shall be replaced with the following:

(d) Blank.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: April 20, 2022 GASP No. 22-GA0015

EFFECTIVE DATE: August 1, 2022

SUBJECT: Moving and Covering Traffic Control Signs.

Alabama Standard Specifications, 2022 Edition, SECTION 740 shall be amended as follows:

SECTION 740
TRAFFIC CONTROL DEVICES
FOR CONSTRUCTION WORK ZONES

740.03 Construction Requirements.

(a) Traffic Control Personnel, Devices, Equipment and Training.

Item 740.03(a)3 shall be replaced by the following:

3. Moving and Covering Traffic Control Signs and Other Devices While Not in Use.

During periods when signs and other devices are not being used for traffic control they shall be removed from the work area, covered with the specified material or otherwise positioned so they do not convey their message to the traveling public. If covered, the covering material shall be 1/2 inch {13 mm} (nominal size) exterior plywood or aluminum composite material cut to fit the shape of the sign panel. The covering material shall be installed in accordance with the plan details and in such manner that no damage will occur to the sign panel during installation. Covering material shall be maintained in a neat and workmanlike manner during its use.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: August 18, 2022 GASP No. 22-GA0016

EFFECTIVE DATE: January 1, 2023

SUBJECT: Traffic Signals.

Alabama Standard Specifications, 2022 Edition, SECTION 730 shall be amended as follows:

SECTION 730
TRAFFIC SIGNALS

730.05 Basis of Payment

(b) Payment will be made under Item No.

Subarticle 730.05(b) shall be replaced by the following:

(b) Payment will be made under Item No.

730-A Removal of Existing Traffic Control Unit *(1) (2)* - per lump sum
730-C Furnishing and Installing Traffic Control Unit *(2)* - per lump sum
730-E Metal Traffic Signal Pole Foundation – per each
730-F Metal Traffic Signal Pole with *(3)* Mast Arm Assembly - per each
730-G Traffic Signal Pole, (4), (5) - per each
730-H Loop Wire - per linear foot {meter}
730-I Loop Detector Lead-In Cable - per linear foot {meter}
730-J Vehicle Loop Detector - per each
730-K Traffic Signal Junction Box (6) - per each
730-L *(7), (8)*, Conduit - per linear foot {meter}
730-M Interconnect Cable, *(9), (10)* AWG, *(11), (12)* - per linear foot {meter}
730-N Luminaire Extension Assembly, *(13)* feet {meters} - per each
730-O Illuminated Sign Assembly (14) (15) - per each
730-P *(16)* Signal Head, *(17)* Section, Type *(18)* - per each
730-Q Miscellaneous Equipment, (19) – per each
730-R Controller Assembly, Type *(20), (21)* Output Phase Channels - per each
730-S *(22)* Traffic Signal Preemption *(23) (24) (2)* – per lump sum
730-T Electrical Power Service Assembly (25) – per each
730-U *(26)* Detection System *(2)* – per lump sum
730-Y *(27)* Pedestal Pole and Foundation with *(28)* – per lump sum

(1) Specify Partial or Temporary if required
(2) Specify Intersection Location
(3) Specify Length of Mast Arm
(4) Specify Type (Metal Strain, Concrete Strain, Wood Strain, Pedestal)
(5) Specify State Furnished if required
(6) *Specify Size (Type S1, Type S2, or Type S3)*
(7) Specify Size (1 inch, 2 inch, or 3 inch) {27 mm, 53 mm, or 78 mm}
(8) Specify Type (metallic or non-metallic)
(9) Specify Type (Aerial Self-supporting, Aerial Lashed, or Underground)
(10) Specify Cable Size (No. 14 AWG or No. 19 AWG)
(11) Specify Number of Conductors or Pairs (9 Conductors or 6 Pairs)

(12) Specify (IMSA 20-1, IMSA 20-3, REA PE-22, REA PE-38, or REA PE-39)
(13) Specify Arm Length in Feet {Meters}
(14) Specify Lighting Method (with Flashing Beacon, or With Embedded LEDs)
(15) Specify Power Source (Solar, or Utility Powered)
(16) Specify Vehicular or Pedestrian
(17) Specify Number of Sections
(18) Specify Type (Incandescent, Optically Programmed, or LED)
(19) Specify Type (Backplate for Existing Signal Head, Pedestrian Push Button, Pedestal Pole and Foundation)
(20) Specify Type (NEMA or ATC)
(21) Specify Number of Output Channels (8, 16, or 32)
(22) Specify Type (Acoustical, Optical or GPS)
(23) Specify Whether or not Software is Required (With Software, or Without Software)
(24) Specify Whether or not Training is Required (With Training, or Without Training)
(25) Specify Whether or not Wood Pole is Required (With Wood Pole or Without Wood Pole)
(26) Specify Type [Video, Radar, Magnetometer, or Hybrid (Video/Radar)]
(27) Specify (Furnishing and Installing, Removal of, or Relocation of)
(28) Specify (Flashing Beacon, Pedestrian Signal Features, or Illuminated School Zone Sign)

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: January 5, 2023 GASP No. 22-GA0028

EFFECTIVE DATE: January 18, 2023

SUBJECT: Build America, Buy America Act.

Alabama Standard Specifications, 2022 Edition, SECTION 106 shall be amended as follows:

SECTION 106
CONTROL OF MATERIALS

106.01 Source of Supply and Quality Requirements.

(a) General.

1. Federal Participating Projects.

Item 106.01(a)1 shall be replaced by the following:

1. Federal Participating Projects.

a. Steel and Iron Products (Buy America).

Steel/iron materials from the initial melting and mixing of these materials and all manufacturing processes including the stage of applying a coating to these materials (epoxy coating, galvanizing, painting, or any other coating that protects or enhances the value of the coated material) that are permanently incorporated into the completed project shall be produced domestically (in the United States, its territories, or possessions). If any part of the project (defined by and including the NEPA document) is funded by Federal-aid, then the entire project must meet the Buy America provisions, including utility relocation reimbursements for Federal-aid funds authorized after October 1, 2012.

If the dollar amount of the foreign source steel/iron is less than $2,500 or 0.1% of the contract amount, whichever is greater, the foreign source steel/iron can be used in the project.

The Contractor shall provide certification that the steel/iron is domestically produced.

b. Build America, Buy America Act.

The Build America, Buy America Act (BABA) of the Infrastructure Investment and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52) expands the requirements of the Buy America Act to include permanently incorporated construction materials on Federal-aid projects.

A “construction material” as defined under BABA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
3. Glass (including optic glass);
4. Lumber; or
5. Drywall

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials.

All construction materials must be manufactured in the United States. To be considered produced in the United States, at least the final manufacturing process and the immediately preceding manufacturing process must occur in the United States.

The Contractor assumes the risk of including any foreign materials that are not exempt, including iron or steel, in the Contractor's bid.

The Contractor has the obligation to remove and replace non-BABA complaint material unless a waiver is granted for the use. No claims for contract adjustment (additional time, money, or both) will be made because of the non-BABA complaint material.

The Contractor shall provide certification that the construction materials defined under BABA are domestically produced. After work is completed on the project, the Contract must submit a certification to the Engineer with the following information:

"I hereby certify that all construction materials furnished to the Alabama Department of Transportation for the construction of the above referenced project that are required to be compliant with the Build America Buy America Act have been produced in the United States of America as defined by §70912 “Definitions” of the Infrastructure and Investment Jobs Act (IIJA) (Public Law 117-58 - Nov. 15, 2021). I further certify that all supporting documentation is on file and will be maintained for a period of three (3) years after project completion."

The Contractor may maintain this documentation electronically or in paper format. The Department or FHWA may request to review the Contractor's supporting documentation to verify compliance with the Buy America provisions at any time. The Contractor shall provide the supporting documentation within five (5) business days of the request. The burden of proof to meet the Buy America provisions rests on the Contractor. If the supporting documentation does not undeniably demonstrate to the Department or FHWA that the iron or steel, manufactured products, or construction materials identified in the Certificates of Compliance were produced in the United States of America, then such iron, steel, manufactured products or construction materials will be considered unacceptable and must be replaced at no cost to the Department.

The Contractor shall not anticipate that any BABA preference provisions will be waived.

c. Convict Produced Materials.

Materials produced after July 1, 1991, by convict labor are prohibited from being incorporated in the work unless such materials have been:

- Produced by convicts who are on parole, supervised release, or probation from a prison or
- Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987. "Qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.

d. Cargo Preference Act.

Materials or equipment that are acquired solely for a Federal-aid project must comply with the requirements of 46 CFR 381. Clauses 46 CFR 381.7(a)-(b) are hereby incorporated into these Specifications by reference.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: August 29, 2023 GASP No. 22-GA0036

EFFECTIVE DATE: September 5, 2023.

SUBJECT: Contractor's Advertisement of Completion.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

SECTION 105
CONTROL OF WORK

105.15 Acceptance.

(c) Final Acceptance.

5. Contractor's Advertisement of Completion.

Item 105.15(c)5 shall be replaced by the following:

5. Contractor's Advertisement of Completion.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by publishing the notice for a minimum of three successive weeks using one or more of the following methods:

a. In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
b. On a website that is maintained by a newspaper of general circulation in the county of counties in which the work, or some portion thereof, has been done.
c. If a newspaper is not published in a county where work is done, the notice may be given by posting at the Court House for 30 days and proof of the posting of the notice shall be given by the Contractor.

Proof of publication of said notice shall be made by the Contractor to the Director, by affidavit of the publisher.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: December 5, 2022 GASP No. 22-LD0001

EFFECTIVE DATE: January 1, 2023

SUBJECT: Liquidated Damages.

Alabama Standard Specifications, 2022 Edition, SECTION 108 shall be amended as follows:

SECTION 108
PROSECUTION AND PROGRESS

108.11 Schedule of Liquidated Damages.

Article 108.11 shall be replaced by the following:

108.11 Schedule of Liquidated Damages.

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
$ 0	$ 200,000	$1325	$2650
200,000	10,000,000	2725	5450
10,000,000	------	3350	6700

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

FHWA 1273 REQUIRED CONTRACT PROVISIONS FEDERAL AID CONSTRUCTION CONTRACTS

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

LOCAL PUBLIC AGENCY
FEDERAL-AID FUNDED PROJECTS

LOCAL PUBLIC AGENCY

FEDERAL-AID FUNDED PROJECTS

PLEASE READ AND COMPLETE SECTIONS A AND B. THE EXECUTION HEREINAFTER MADE ALSO CONSTITUTES THE EXECUTION OF THE PROPOSAL AND REPRESENTS THE AGREEMENT OF THE CONTRACTOR TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THE PROPOSAL AND THOSE REFERRED TO THEREIN. FAILURE TO SUBMIT THE SWORN CERTIFICATION THROUGH PAGE 6 OF THIS NOTICE WILL BE CONSIDERED A NON-RESPONSIVE BID. BID BOND MUST BE SEPARATELY EXECUTED BY CONTRACTOR AND SURETY.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1.) Withholding monthly progress payments;
(2.) Assessing sanctions; and/or
(3.) Disqualifying the contractor from future bidding as non-responsive.

The Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) and Regulations in 41 CFR Part 60-4 On All Federal and Federally-Assisted Contracts In Excess of $10,000 Will Be Included In the Award of Your Contract and Should Be Returned With Your Executed Contract.

The undersigned agrees that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be null and void.

The undersigned understands that in the event the term of this contract includes more than one fiscal year, said contract is subject to termination should funds not be appropriated for the continued payment of the contract in subsequent fiscal years.

The undersigned understands that in the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

Section A: The Alabama Department of Transportation is obligated on every Federal-aid project to implement, to the extent practical, 49CFR26,"Participation by Disadvantaged Business Enterprises (DBE) in U.S. DOT Financial Programs". This participation can be achieved by race neutral and/or race conscious means.

When race conscious means are used the contract goal for DBE participation will be indicated on Page 35 and in Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction. Race neutral participation occurs when the contractor exceeds the indicated contract goal, or in the absence of a contract goal, obtains participation from a certified DBE that meets the CREDIT TOWARD PARTICIPATION portion of Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction.

If the Department has determined that this project has sufficient opportunities for MBE/DBE participation the goal for this contract will be listed on Page 35.

All bidders must complete form HR-DBE, "BIDDERS LIST OF QUOTERS FOR THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM."

If the contractor is low bidder for the project, it is understood the contractor will provide a DBE Utilization Plan which outlines the proposed percentage of DBE Utilization within five (5) calendar days of the letting date, along with documentation of the contractor's "Good Faith" efforts to utilize DBE firms if the proposed percentage of utilization is less than the designated project goal. The contractor's good faith efforts will fully comply with and meet all requirements, provisions and criteria of Title 49, Code of Federal Regulations, Part 26, including the criteria set forth in 49 CFR, Part 26, Appendix A and will comply with and meet the requirements, provisions and criteria set forth in Section 111 of the Alabama Department of Transportation

Standard Specifications for Highway Construction as all of such foregoing requirements, provisions and criteria are applicable to Disadvantaged Business Enterprises, all of which the contractor represents that he is familiar. The contractor understands that the good faith efforts of the contractor will be reviewed by the Department in keeping with all such requirements, provisions and criteria.

NOTE

The Department will advise the low bidder of his status as soon as possible after the opening of bids. A copy of the Department's DBE Utilization form has been attached to this proposal for use in complying with the Requirement.

Failure by the successful bidder to provide an acceptable DBE Utilization plan within the time frame required or failure of the successful bidder to make and document Good Faith Efforts, when applicable, will result in non-award of the contract to that bidder. If the contract is awarded to the next low bidder, the original low bidder will be prohibited from doing any work on the contract, either as subcontractor or in any other capacity. The original low bidder will also be prohibited from bidding on the project if it is re-advertised for letting. These restrictions shall apply to any other name under which the same person, individual, partnership, company, firm, corporation, association, co-operative or other legal entity that may be operating in which the principal owner(s) is involved.

Section B: CONTRACTOR'S CERTIFICATION

The contractor proposes to perform all "Force Account of Extra Work" that may be required on the basis provided in the Specifications hereto attached, and to give such work personal attention in order to see that it is economically performed.

The contractor further proposes to execute the Contract Agreement in a form to be attached as soon as the work is awarded to the contractor and to begin and complete the work within the respective time limit provided for in the Specifications hereto attached.

The contractor also proposes to furnish a Performance Bond, acceptable to the State, in an amount equal to the total amount of the contract. This bond shall serve not only to guarantee the completion of the work but also to guarantee the excellence of both workmanship and materials until the work is finally accepted. The contractor will also furnish a materialsman bond, acceptable to the State, equal to the amount of the contract.

The contractor encloses a cashier's check or bid bond for five percent (5%) of the bid, maximum $50,000.00, and hereby agrees that in case of failure to execute a contract and furnish bonds within fifteen (15) days* after notice of award, the awarding authority shall retain from the proposal guaranty, if it is a cashier's check, or recover from the principal and/or the sureties, if the guaranty is a bid bond, the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest acceptable bidder, which amount shall not exceed $50,000.00.

If no other bids are received, the full amount of the proposal guaranty shall be so retained and/or recovered as Liquidated Damages for such default. It is understood that in case the work is not awarded to the contractor, the proposal guaranty, if a cashier's check, will be returned as provided in the Alabama Department of Transportation Standard Specifications for Highway Construction.

In compliance with State of Alabama Act 2016-312, the contractor further certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

1. DISADVANTAGED BUSINESS ENTERPRISES

The contractor intends to comply with the contract documents to utilize Disadvantaged Business Enterprises (hereinafter referred to at times as (DBE)) to the extent practical and when, under Section A herein above, the contract documents specify a minimum monetary amount to be expended with Disadvantaged Business Enterprises, to equal or exceed said amount through subcontracting and/or by purchases of materials and services on the project.

*Time may be modified by Special Provision.

It is understood that failure to submit a Disadvantaged Business Enterprise Plan, when such is required by the contract within the time frame so specified, will be cause for assessment of penalties as provided in the contract.

It is further understood that failure to comply with the contract relating to Disadvantaged Business Enterprises, when such are applicable, will be cause for the assessment of penalties as provided in the contract.

2. REQUIREMENT BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE SECRETARY OF LABOR (41 CFR 60-1.7(b) (1))

THE CONTRACTOR MUST CHECK THE APPROPRIATE BOX BELOW:

The contractor submitting this proposal certifies that such contractor

HAS /✓/ HAS NOT /_____/

participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 1114 or11246.

If the contractor checked the "HAS" box above, the following statement must be completed. The contractor submitting this proposal certifies that such contractor

HAS /✓/ HAS NOT /_____/

filed with the Joint Reporting Committee, the director of OFCC, any Federal Agency or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements of those organizations. All reports due are considered to be those requested by one of these committees or agencies.

Concurrently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and who have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the director, Office of Federal Contract Compliance, U. S. Department of Labor.

3. COLLUSION

It is further certified that neither the person, firm, partnership or corporation submitting this bid, nor any of their officers, have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

4. SUSPENSION/DEBARMENT

A. Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion/Lower-Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this

certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. For Lower-Tier Requirements, see Section XI of "Required Contract Provisions Federal-Aid Construction Contracts" located in the proposal.

Exceptions to the above are to be submitted on a separate sheet with the bid proposal. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5. LOBBYING RESTRICTIONS

These restrictions were established by Section 319 of Public Law 101-121 Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990).

The contractor certifies to the best of his/her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of congress, an officer or employee of Congress or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The contractor also agrees by submitting this proposal that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

I further certify that I am a properly authorized individual or corporate official, as applicable, to make this certification that the above is true and correct; and that I recognize, by signing this certification, I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership, or corporation as might be applicable.

NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION), THE SAME MAY MAKE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A PROPERLY SWORN NOTARY PUBLIC. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED AND NOTARIZED BELOW.

Signature of Contractor. If the contractor is an **INDIVIDUAL**, signature of the individual is required; if contractor is a **CORPORATION**, signature of proper corporate officer is required; if contractor is a **PARTNERSHIP**, signature of partner is required; if contractor is **JOINT VENTURE**, appropriate signatures of all contractors are required.

Legal name of Contractor:

M'Elhenney Construction Co. LLC
(Partnership, Joint Venture, Corporation or Individual)

By: _____
(Signature of Officer or Individual, as applicable)

By: _____
IF JOINT VENTURE (Signature of Officers or Individual, as applicable)

The foregoing certifications are sworn to and subscribed before me on this
30th day of July, 20 25.

_____
NOTARY PUBLIC

AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS COMPLETED AND SIGNED AND WITNESSED BY A NOTARY.

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 12/12/2027

ATTACHMENT “K”

RESTORE SPILL IMPACT COMPONENT (BUCKET 3) CONSTRUCTION CONTRACT ATTACHMENTS

CERTIFICATIONS RELATED

TO RESTORE ACT

SPILL IMPACT COMPONENT (BUCKET 3) FUNDING

Required Attachments for RESTORE Spill Impact Component (Bucket 3) Construction Contracts

Non-State and State Agency – Template version 4.1.2024

The "Required Attachments for RESTORE Spill Impact Component Construction Contracts" is not intended to represent all requirements and obligations that may be applicable to contracts resulting from this solicitation. Any contract resulting from this solicitation will be subject to the terms and conditions of the Sub-Award Agreement between the Alabama Department of Conservation and Natural Resources ("ADCNR") and the Project Owner, the terms and conditions of the Federal Award from the Gulf Coast Ecosystem Restoration Council ("RESTORE Council"), including any Special Award Conditions, the ADCNR Sub-Award Terms and Conditions, the RESTORE Act Financial Assistance Standard Terms and Condition and Program-Specific Terms and Conditions under the "Spill Impact Component," as amended, the RESTORE Act, 33 USC § 1321(t) et seq., the U.S. Department of Treasury Regulations governing the RESTORE Act, 31 CFR § 34 et seq., all applicable terms and conditions in 2 CFR Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended on August 13, 2020, including Appendix II to 2 CFR Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this contract. All of these terms and conditions apply to the Subrecipient and its Contractors, as well as any covered subcontractors or vendors whose work is funded as a result of this solicitation.

IT IS THE PRIME CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THESE TERMS AND CONDITIONS ARE INCORPORATED INTO EACH SUBCONTRACT WHOSE WORK IS FUNDED AS A RESULT OF THIS SOLICITATION.

Requirements applicable to any contract and/or subcontract issued as a result of this solicitation include, but are not limited to:

- CERTIFICATIONS RELATED TO RESTORE ACT SPILL IMPACT COMPONENT FUNDING

- RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

- ADCNR SUBAWARD GRANT AGREEMENT

- APPENDIX II TO 2 CFR PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

- LABOR STANDARDS SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT *(Davis Bacon and Related Acts)*

- PROCUREMENT OF RECOVERED MATERIALS

- PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT

- DOMESTIC PREFERENCES FOR PROCUREMENTS

- CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS

- 41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE *(for Federally Assisted Construction Contracts)*

- 41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

- 41 CFR §60-4.3(a) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

- SUBCONTRACTOR LISTING FORM *(The Lowest Responsive and Responsible Bidder MUST submit with required MBE/WBE documentation.)*

- FORM SF-LLL *(The Lowest Responsive and Responsible Bidder MUST submit this form prior to Award; the Prime Contractor will be required to submit this form for each subcontract exceeding $100,000 upon subcontract execution.)*

CERTIFICATIONS RELATED TO RESTORE ACT SPILL IMPACT COMPONENT FUNDING

By submitting a bid for this contract, bidders expressly acknowledge that:

1) This project is funded in whole or in part with grant funding from the Gulf Coast Ecosystem Restoration (RESTORE) Council and the Alabama Department of Conservation and Natural Resources under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act);

2) Any contract resulting from this bid (including subcontracts) will be subject to the terms and conditions of said funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the ADCNR Sub-Award Terms and Conditions, the RESTORE Act, 33 USC 1321(t), Treasury Regulations 31 CFR § 34 et seq., including 31 CFR §§ 34, Subpart D, all applicable terms and conditions in 2 CFR Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable.;

3) Any contract awarded (including subcontracts) will be subject to 31 CFR Part 19 – Governmentwide Debarment and Suspension (Nonprocurement); and,

4) Any contract awarded (including subcontracts) is subject to Treasury Title VI regulations, 31 CFR Part 22, for the implementation of Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d, et seq.).

5) Any contract awarded (including subcontracts) will be subject to the laws and regulations of the United States and the State of Alabama.

The owner will not enter into a contract with a bidder, or the bidder's principals, if the bidder or its principals appear on the federal government's Excluded Parties List. Bidders hereby certify, by submission of a proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Bidders must verify that any subcontractor (or the subcontractor's principals) does not appear on the federal government's Excluded Parties List prior to executing a subcontract with that entity. The Excluded Parties List is accessible at http://www.sam.gov.

Bidders must register with SAM.gov and obtain and activate a Unique Entity Identifier (UEI) prior to submitting a bid for this project. Each subcontractor will also be required to register with SAM.gov and obtain and activate a UEI prior to beginning work on the project. Active Sam.gov registration must be maintained throughout the project period of performance.

The bidder must include a term or condition in all lower-tier covered transactions (i.e., subcontracts) that the transaction is subject to 31 CFR Part 19 - Governmentwide Debarment and Suspension (Nonprocurement).

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

[INSERT A COPY OF THE CURRENT VERSION. See RESTORE Council STCs Final 8-18-2015.pdf (restorethegulf.gov)

RESTORE COUNCIL
FINANCIAL ASSISTANCE
STANDARD TERMS AND CONDITIONS

RESTORE COUNCIL
FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

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THESE RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (ST&Cs) ARE INCORPORATED INTO AND MADE A PART OF THE GRANT AWARD TO WHICH THEY ARE ATTACHED.

A. STATUTORY AND NATIONAL POLICY REQUIREMENTS

The non-Federal entity[1] (also referred to as "recipient" or "grantee") and any subrecipients must, in addition to the assurances made as part of the application, comply and require each of its contractors and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications. This document provides the Gulf Coast Ecosystem Restoration Council ("Council") standard terms and conditions (ST&Cs) for all Council awards. 2 CFR § 5900.101 provides the Council's adoption of 2 CFR Part 200, giving regulatory effect to the OMB guidance.

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: public laws, regulations, applicable notices published in the *Federal Register*, EOs, OMB circulars, the Council ST&Cs, and special award conditions. Special award conditions may amend or take precedence over the ST&Cs if and when so provided by the ST&Cs.

Certain of the ST&Cs contain, by reference or substance, a summary of the pertinent statutes or regulations published in the *Federal Register* or Code of Federal Regulations (C.F.R.), EOs, OMB circulars, or the assurances (Forms SF-424B and SF-424D). No such provision will be construed so as to be in derogation of, or an amendment to, any such statute, regulation, EO, OMB circular, or assurance.

B. PROGRAMMATIC REQUIREMENTS

The recipient must use funds only for the purposes identified in the grant award agreement in accordance with the requirements in 31 C.F.R. § 34.803(d). All activities under the award must meet the eligibility requirements of the Gulf RESTORE Program as defined in 31 C.F.R. §§ 34.201, 34.202 or 34.203, according to component.

[1] The OMB *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* located at 2 C.F.R. part 200 uses the term "non-Federal entity" to generally refer to an entity that carries out a Federal award as a recipient or subrecipient. Because certain of the provisions of these ST&Cs apply to recipients rather than subrecipients, or vice versa, for clarity, these ST&Cs use the terms "non-Federal entity", "recipient", and "subrecipient." In addition, the OMB Uniform Guidance uses the term "pass-through entity" to refer to a non-Federal entity that makes a subaward.
"Non-Federal entity" is defined at 2 C.F.R. § 200.69 as "a State, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient."
"Recipient" is defined at 2 C.F.R. § 200.86 as "a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients."
"Subrecipient" is defined at 2 C.F.R. § 200.93 as "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency."
"Pass-through entity" is defined as 2 C.F.R. § 200.74 as "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

.01 Performance (Technical) Reports

a. Non-Federal entities must use OMB-approved governmentwide standard information collections when providing financial and performance information and, as appropriate and in accordance with such information collections, are required to relate financial data to the performance accomplishments of the Federal award. When applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The Non-Federal entity's performance will be measured in a way that will help the Council and other non-Federal entities to improve program outcomes, share lessons learned and spread the adoption of promising practices. Recipients will be provided with clear performance goals, indicators and milestones as described in 2 C.F.R. § 200.210 "Information contained in a Federal award."

b. Recipients must submit performance (technical) reports, which may be Form SF-PPR "Performance Progress Report" or any successor form, or another format as required by the Council, to the Council-designated grants officer (Grants Officer). Performance reports should be submitted electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies) in accordance with the award conditions.

c. Performance Reports must be submitted with the same frequency as the Federal Financial Report (Form SF-425), unless otherwise authorized by the Grants Officer. If events occur between scheduled performance reporting dates that have significant impact upon the activity, project or program, the recipient must notify the Grants Officer as soon as possible.

d. Performance (technical) reports shall contain brief information as prescribed in the *Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards* (2 C.F.R. part 200, specifically 2 C.F.R. § 200.328) incorporated into the award, unless otherwise specified in the award provisions. Specifically, in the "performance narrative" (item 10 on the SF-PPR), the recipient must provide the following information.

1. Activities and Accomplishments:

   i. Summarize activities undertaken during the reporting period;
   ii. Summarize any key accomplishments, including milestones and metrics completed for the period;
   iii. List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and
   iv. If the recipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

2. Adaptive Management:

   i. Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized; if so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
   ii. Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget.

3. Findings/Events: Summarize any significant findings or events, if applicable.

4. Dissemination Activities: Describe any activities to disseminate or publicize results of the activity, project, or program, if applicable.

5. Monitoring:

   i. Describe all efforts taken to monitor contractor and/or subrecipient performance, to include site visits, during the reporting period. For subawards, indicate whether the subrecipient submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and
   ii. Describe any other activities or relevant information not already provided.

6. Planned Activities: Summarize the activities planned for the next reporting period.

7. Attachments: List and attach any deliverables completed during the performance period or other materials to be submitted with the report.

.02 Reporting on Real Property

In accordance with 2 C.F.R. § 200.329, the Federal awarding agency or pass-through entity must require a non-Federal entity to submit reports at least annually on the status of real property in which the Federal government retains an interest, unless the Federal interest in the real property extends 15 years or longer. If the attached Federal interest is for a period of 15 years or longer, the Council or pass-through entity may, at its option, require the non-Federal entity to report at various multi-year frequencies as specified in the terms of the award (e.g., every two years or every three years, not to exceed a five-year reporting period; or the Council or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years).

.03 Unsatisfactory Performance

Failure to perform the work in accordance with the terms of the award and maintain at least a satisfactory performance as determined by the Council may result in designation of the non-Federal entity as high risk and the assignment of special award conditions or other further action as provided in Section B.06, “Non-Compliance with Award Provisions” below.

.04 Programmatic Changes

The non-Federal entity shall report programmatic changes to the Grants Officer in accordance with 2 C.F.R. § 200.308, and shall request prior approvals in accordance with 2 C.F.R. § 200.407.

.05 Other Federal Awards with Similar Programmatic Activities

The non-Federal entity shall immediately provide written notification to the Grants Officer in the event that, subsequent to receipt of the Council award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the Council award. The Council will not pay for any costs that are funded by other sources.

.06 Non-Compliance with Award Provisions

Failure to comply with any or all of the provisions of the award may have a negative impact on future funding by the Council and may be considered grounds for any or all of the following actions: withholding of payments pending correction of the deficiency by the non-Federal entity and/or more severe enforcement action by the Council or pass-through entity in accordance with 2 C.F.R. § 200.338; disallowance of (that is, denial of both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; suspension or termination of all or any portion of the award; initiation of suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and any Council regulations and policies promulgated pursuant to its authority (or in the case of a pass-through entity, recommendation that such a proceeding be initiated by the Council); withholding of further awards for the project or program; or enforcement of other remedies that may be legally available. *See also* 2 C.F.R. §§ 200.339 through 200.342.

.07 Prohibition against Assignment by the Non-Federal Entity

The non-Federal entity shall not transfer, pledge, hypothecate, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, including without limitation any bank, trust company or other financing or financial institution, without the express written approval of the Grants Officer.

.08 Disclaimer Provisions

a. The United States expressly disclaims any and all responsibility or liability to the non-Federal entity or third persons for any actions of the non-Federal entity or third persons resulting in death, bodily injury, personal or property damage, or any other damage, loss or liability in connection with or resulting in any way from the performance of this award or any subaward or subcontract under this award.

b. Acceptance of this award by the non-Federal entity does not in any way establish or constitute an agency relationship between the United States and the non-Federal entity.

C. FINANCIAL REQUIREMENTS

.01 Financial Reports

a. In accordance with 2 C.F.R. § 200.327, the recipient shall submit a “Federal Financial Report” (Form SF-425 or any successor form, or another format as required by the Council) on a semi-annual basis. Semi-annual reporting periods will be specified in the grant award for either the periods ending March 31 and September 30, or any portion thereof, or June 30 and December 31, or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final Form SF-425 shall be submitted within 90 days after the expiration of the project period.

b. The report should be submitted to the Grants Officer electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies), in accordance with the award conditions.

c. The recipient must report to the Council at the conclusion of the grant period, or other period specified by the Council, on the use of funds pursuant to the award in accordance with the requirements in 31 C.F.R. § 34.803(e).

d. The recipient must forecast cash requirements/draws semi-annually, for the periods October 1 to March 31 and April 1 to September 30, throughout the life of the grant. Forecasted cash requirements must be updated with the submission of each "Federal Financial Report."

.02 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a), each State, including a state's administrative agents and the Gulf Consortium of Florida counties, must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. In addition, the state's and other non-Federal entities' financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions – including preparation of accurate, current and complete SF-425, Performance (Technical) Report, reporting on subawards, and any additional reports required by any additional award conditions. The financial management system also must be sufficient to trace funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations – including without limitation the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), Council and Treasury RESTORE Act regulations – and the terms and conditions of the Federal award. *See also* 2 C.F.R. § 200.450 "Lobbying."

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b) and maintain detailed records sufficient to account for the receipt, obligation and expenditure of grant funds in accordance with the requirements in 31 C.F.R. § 34.803(b). *See also* 2 C.F.R. §§ 200.333 "Retention requirements for records"; 200.334 "Requests for transfer of records"; 200.335 "Methods for collection, transmission and storage of information"; 200.336 "Access to records"; and 200.337 "Restrictions on public access to records." Specifically, the financial management system must provide for:

1. Identification and tracking of all Council awards received and expended by the Catalog of Federal Domestic Assistance (CFDA) title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any;

2. Records that adequately identify the source and application of all funds for Federally-funded activities, including information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and are supported by source documentation; and

3. Effective control over, and accountability for, all Federal funds, and all property and assets acquired with Federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

c. The recipient must establish written procedures to implement the requirements set forth in Subsection, C.03 "Award Payments," below, as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E "Cost Principles," and the terms and conditions of this award.

.03 Award Payments

a. The reimbursement method of payment will be used under this award, unless otherwise specified in a special award condition. The Grants Officer will determine the appropriate method of payment. Payments are made through electronic funds transfers directly to the non-Federal entity's bank account and in accordance with the requirements of the Debt Collection Improvement Act of 1996 (31 U.S.C. § 3701 *et. seq.*) and the Cash Management Improvement Act (31 U.S.C. § 6501 *et. seq.*).

   1. Consistent with 2 C.F.R. § 200.305(a), for States, payments are governed by the Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and Treasury Financial Manual Volume I, 4A-2000 "Overall Disbursing Rules for All Federal Agencies."

   2. Consistent with 2 C.F.R. § 200.305(b), for non-Federal entities other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.

b. The Council Award Number must be included on all payment-related correspondence, information, and forms.

c. Unless otherwise provided for in the award terms, payments under this award will be made using the Department of Treasury's Automated Standard Application for Payment (ASAP)[2] system. Under the ASAP system, payments will be made through preauthorized electronic funds transfers in accordance with the requirements of the Debt Collection Improvement Act of 1996. Awards paid under the ASAP system will contain a special award condition, clause or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system. Recipients enrolled in the ASAP system are not required to submit a "Request for Advance or Reimbursement" (Form SF-270 or successor form), in order to receive payments relating to their award. Pre-approval prior to requesting payments may be required for recipients that are determined by the Council to be in a high risk category or noncompliant (*see* 2 C.F.R. § 200.205 "Federal awarding agency review of risk posed by applicants," and *see* section M "Remedies for Noncompliance" below).

   1. In order to receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which enables them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts.

   2. The following information will be required to make withdrawals under ASAP: (i) ASAP account number, i.e., the Federal award number found on the cover sheet of the award; (ii) Agency Location Code (ALC); and (iii) Region Code.

d. When expressly allowed through a special award condition, advances shall be limited to the minimum amounts necessary to meet immediate disbursement needs, but in no event shall advances exceed the amount of cash required for a 30-day period. Funds advanced but not disbursed in a timely manner and any accrued interest thereon must be promptly returned to the Council. The Grants Officer may periodically request documentation from the non-Federal entity verifying that the elapsed time between the transfer of funds and disbursement has been minimized. If a non-Federal entity demonstrates an unwillingness or inability to establish procedures that will minimize time elapsing

[2] Department of Treasury's Automated Standard Application for Payment (ASAP) system - https://www.fiscal.treasury.gov/fsservices/gov/pmt/asap/asap_home.htm, verified on 8/18/2015.

between transfer of funds and disbursement or if the non-Federal entity otherwise fails to continue to qualify for the advance payment method, the Grants Officer may change the method of payment to reimbursement only.

e. Where the use of an alternative system other than ASAP is provided for in the award terms, requests for payment will be submitted to the Grants Officer.

    1. Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed before the first award payment can be made via the "Request for Advance or Reimbursement" (Form SF-270) request.

    2. When advance payment is expressly allowed for by special award condition, the non-Federal entity must submit the request no more frequently than monthly, and advances will be approved for periods to cover only expenses anticipated over the following 30 days. The non-Federal entity must complete the "ACH Vendor Miscellaneous Payment Enrollment Form" (Form SF-3881 or successor form), and Form SF-270, and submit those forms to the Grants Officer.

.04 Federal and Non-Federal Sharing

a. Awards that include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs. If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares shall be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs are greater than the total approved budget, the Federal share shall not exceed the total Federal dollar amount authorized by the award.

b. The non-Federal share, whether in cash or in-kind, is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or in-kind contributions. In any case the non-Federal entity must meet its cost share commitment over the life of the award. The non-Federal entity must create and maintain sufficient records sufficient to justify all non-Federal sharing requirements and to facilitate questions and audits. *See* Section I "Audits" below for audit requirements, and *see* 2 C.F.R. § 200.306 for additional requirements regarding cost sharing.

.05 Program Income

a. Non-Federal entities are encouraged to earn income to defray program costs where appropriate. Any program income shall be earned and applied consistent with the requirements of 2 C.F.R. § 200.307.

b. The recipient must maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds including the tracking of program income. Program income must be included in the non-Federal entity's approved budget and tracked in accordance with the requirements in 31 C.F.R. § 34.803(b).

c. All program income must be documented in the Federal financial report submitted to the Council for the period in which the income was earned.

.06 Budget Changes and Transfer of Funds among Categories

a. Requests for changes to the approved budget must be made in accordance with 2 C.F.R. § 200.308 "Revision of budget and program plans" and submitted in writing to the Grants Officer who will make the final determination on such requests and notify the non-Federal entity in writing thereof.

1. Construction Awards. For construction Federal awards, the non-Federal entity must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:

   i. The revision results from changes in the scope or the objective of the project or program;
   ii. The need arises for additional Federal funds to complete the project; or
   iii. A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in 2 C.F.R. part 200, Subpart E—"Cost Principles."

2. Non-Construction Awards. For non-construction Federal awards, recipients must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:

   i. Change in the scope or the objective of the project or program;
   ii. Change in a key person specified in the application or the Federal award;
   iii. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator;
   iv. The inclusion, unless waived by the Council, of costs that require prior approval in accordance with 2 C.F.R. part 200 Subpart E—"Cost Principles" or 45 C.F.R. Part 75 Appendix IX "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 C.F.R. Part 31 "Contract Cost Principles and Procedures," as applicable;
   v. The transfer of funds budgeted for participant support costs as defined in 2 C.F.R. § 200.75 "Participant support costs to other categories of expense";
   vi. The subawarding, transferring or contracting out of any work under a Federal award unless (a) described in the application and funded in the approved Federal award, or (b)applicable to the acquisition of supplies, material, equipment or general support services only; or
   vii. Changes in the amount of approved cost-sharing or matching provided by the non-Federal entity. No other prior approval requirements for specific items may be imposed unless a deviation has been approved by OMB. *See also* 2 C.F.R. §§ 200.102 "Exceptions" and 200.407 "Prior written approval."

3. Both Construction and Non-Construction Activities in Award. If a single award provides support for construction and non-construction work, the recipient must request prior written approval from the Grants Officer before making any fund or budget transfers between the two types of work supported.

b. In accordance with 2 C.F.R. § 200.308(e), transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is the Simplified Acquisition Threshold ($150,000 as of 12/26/2013) or less. For awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold, the recipient must request prior written approval from the Grants Officer for transfers of funds among direct cost categories when the

cumulative amount of such direct cost transfers exceeds ten percent of the total budget[3] as last approved by the Grants Officer. The 10% threshold applies to the total Federal funds authorized by the Grants Officer at the time of the transfer request. The same requirements apply to the cumulative amount of transfer of funds among programs, functions, and activities. This transfer authority does not authorize the recipient to create new budget categories within an approved budget without the prior written approval of the Grants Officer. No transfer that enables any Federal appropriation, or part thereof, to be used for an unauthorized purpose will be permitted. The foregoing provision does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget. *See* 2 C.F.R. § 200.308 (as applicable) for specific requirements concerning budget revisions and transfer of funds between budget categories.

c. The recipient is not authorized at any time to transfer amounts budgeted for direct costs to the indirect costs line item or vice versa without the prior written approval of the Grants Officer.

.07 Indirect (Facilities and Administrative [F&A]) Costs

a. Indirect (facilities and administrative [F&A]) costs will not be allowable charges against an award unless permitted under the award, specifically included as a line item in the award's approved budget and consistent with 2 C.F.R. §§ 200.414 "Indirect (F&A) costs" and Subpart E "Cost Principles."

b. Indirect costs of recipients are subject to the three percent (3%) cap on administrative expenses stated in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204. The three percent cap on administrative expenses applies only to recipients and does not flow down to subrecipients.

c. Excess indirect costs may not be used to offset unallowable direct costs.

d. Indirect costs charged must be consistent with the indirect cost rate agreement negotiated between the non-Federal entity and its cognizant agency (defined as the Federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, *see* 2 C.F.R. § 200.19) and must be included in the recipient's budget. The Council will accept approved indirect cost rates unless otherwise authorized by a Federal statute or regulation, or requirements at 2 C.F.R. § 200.414(c) are met.

    1. If indirect costs are permitted and the non-Federal entity wishes to include indirect costs in its budget, but the non-Federal entity has not previously established an indirect cost rate with a Federal agency, the requirements for determining the relevant cognizant agency and developing and submitting indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III – VII to 2 C.F.R. Part 200 as follows:

        - Appendix III to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);
        - Appendix IV to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;
        - Appendix V to 2 C.F.R. Part 200 – State/Local Governmentwide Central Service Cost Allocation Plans;

[3] The cumulative amount of direct cost transfers is calculated by summing the negative variances between the approved and proposed budgets. Variance is calculated by subtracting the proposed budget amount for each cost category from the approved budget amount for the category. Only variances less than zero are totaled. The cumulative negative variance is then divided by the total grant award budget to determine the percentage transferred, i.e., cumulative % of transfer(s) = {[Σ (negative variances)] / total award budget} x 100.

- Appendix VI to 2 C.F.R. Part 200 – Public Assistance Cost Allocation Plans; and
- Appendix VII to 2 C.F.R. Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals.

The cognizant agency for governmental units or agencies not specifically identified by OMB will be determined based on the Federal agency providing the largest amount of Federal funds. *See* 2 C.F.R. §200.416 "Cost allocation plans and indirect cost proposals." When the Council is not the oversight or cognizant Federal agency, the non-Federal entity shall provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement.

2. For those organizations for which the Council is cognizant or has oversight, the Council or its designee will either negotiate a fixed rate with carry-forward provisions for the non-Federal entity or, in some instances, will limit its review to evaluating the procedures described in the non-Federal entity's cost allocation plan. Indirect cost rates and cost allocation methodology reviews are subject to future audits to determine actual indirect costs.

3. Within 90 days after the award start date, the non-Federal entity shall submit to the address listed below documentation (indirect cost proposal, cost allocation plan, etc.) necessary to perform the review. The non-Federal entity shall provide the Grants Officer with a copy of the transmittal letter.

   Gulf Coast Ecosystem Restoration Council Office
   Attn: Senior Grants Management Officer
   500 Poydras Street, Suite 1117
   New Orleans, LA 70130

   If the non-Federal entity fails to submit the required documentation to the Council within 90 days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the Council, oversight or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the non-Federal entity's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

4. The non-Federal entity may use the fixed rate proposed in the indirect cost plan until such time as the Council provides a response to the submitted plan. Actual indirect costs must be calculated annually and adjustments made through the carry-forward provision used in calculating the following year's rate. This calculation of actual indirect costs and the carry-forward provision is subject to audit. Indirect cost rate proposals must be submitted annually. Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency within six months after the close of each of the recipients' fiscal years.

e. The maximum dollar amount of allocable indirect costs for which the Council will reimburse the non-Federal entity shall be the lesser of:

   1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or

   2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by a cognizant or oversight Federal Agency for indirect costs and applicable to the period in which the cost was incurred, provided that the rate is approved in writing on or before

the award end date, subject to the three percent (3%) cap on administrative expenses provided in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204.

f. In addition, a non-Federal entity that is a State, local government, Indian tribe, institution of higher education, or nonprofit organization and has never received a negotiated indirect cost rate may elect to charge a *de minimis* rate of 10% of modified total direct costs. *See also* 2 C.F.R. § 200.414(f).

.08 Incurring Costs or Obligating Federal Funds Outside of the Period of Performance

a. The non-Federal entity shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the period of performance, i.e., the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. *See* 2 C.F.R. §§ 200.77 and 200.309.

1. The Council or pass-through entity must include start and end dates of the period of performance in the Federal award.

2. All activities supported through an award must occur and be completed during the approved period of performance, whether funded directly or through a subaward or subcontract, and all obligated costs must be liquidated within 90 days following the end date of the period of performance.

3. The only costs which may be authorized for a period of not to exceed 90 days following the end of the project period are those solely associated with close-out activities. Close-out activities are limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grants Officer. The Grants Officer may approve extensions of the 90-day closeout period upon a request by the non-Federal entity as provided in 2 C.F.R. § 200.343.

b. Unless otherwise authorized in 2 C.F.R. § 200.343 or a special award condition, any extension of the project period can only be authorized by the Grants Officer in writing. Verbal or written assurances of funding from anyone other than the Grants Officer shall not constitute authority to obligate funds for programmatic activities beyond the end of the project period.

c. Pre-Award Costs. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Grants Officer. The recipient must use funds obligated and disbursed under the award only during the period of performance specified in the award document. *See* 2 C.F.R. § 200.458.

d. The Council has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the project period is at the sole discretion of the Council.

.09 Tax Refunds

Refunds of Federal Insurance Contributions Act (FICA) (26 U.S.C. §§ 3101-3128) or Federal Unemployment Tax Act (FUTA) (26 U.S.C. §§ 3301-3311) taxes received by the non-Federal entity

during or after the period of performance must be refunded or credited to the Council whenever the benefits were financed with Federal funds under the award. The non-Federal entity shall contact the Grants Officer immediately upon receipt of these refunds. The non-Federal entity shall in addition refund portions of FICA/FUTA taxes determined to belong to the Federal Government, including refunds received after the period of performance ends.

D. INTERNAL CONTROLS

Consistent with 2 C.F.R. § 200.303, each non-Federal entity:

a. Must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls must be in compliance with guidance in "Standards for Internal Control in the Federal Government"[4] issued by the Comptroller General of the United States or the "Internal Control Integrated Framework,"[5] issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

b. Must comply with Federal statutes, regulations, and the terms and conditions of the Federal award.

c. Must evaluate and monitor the non-Federal entity's compliance with statute, regulations and the terms and conditions of Federal award.

d. Must take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

e. Must take reasonable measures to safeguard protected personally identifiable information and other information the Council or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

E. PROPERTY STANDARDS

.01 Standards

The non-Federal entity must comply with the property standards as stipulated in 2 C.F.R. §§ 200.310 to 200.316.

.02 Insurance coverage

Recipients must provide insurance coverage for real property and equipment acquired or improved with Federal funds equivalent to that provided for property owned by the non-Federal entity. Federally-owned

[4] "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States - http://www.gao.gov/assets/80/76455.pdf, verified on 8/18/2015.
[5] "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), Executive Summary - http://www.coso.org/documents/Internal%20Control-Integrated%20Framework.pdf, verified on 8/18/2015.

property need not be insured unless required by the terms and conditions of the Federal award. *See* 2 C.F.R. § 200.310.

.03 Real Property

a. Real property or an interest in real property may not be acquired under an award without prior written approval of the Grants Officer.

b. Title of real property. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.

c. Use. Except as otherwise provided by Federal statutes or by the Council, real property must be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or any other interest therein.

d. Willing Sellers. Land or interest in land may only be acquired by purchase, exchange or donation from a willing seller in accordance with the requirements in 31 C.F.R. § 34.803(f).

e. Federal Acquisitions. Funds may not be used to acquire land in fee title by the Federal Government unless the exceptions in 31 C.F.R. § 34.803(g) are met.

f. Disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Council or pass-through entity. The instructions will provide that the non-Federal entity do one of the following:

    1. Retain title after compensating the Council. The amount paid to Council will be computed by applying the Council's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, if the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

    2. Sell the property and compensate the Council. The amount due to the Council will be calculated by applying the Council's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, it must utilize sales procedures that provide for competition to the extent practicable and result in the highest possible return.

    3. Transfer title to the Council or to a third party designated or approved by the Council. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

g. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of tangible personal property or of real property acquired or improved, in whole or in part, under a Council financial assistance award. The Grants Officer may also require the non-Federal entity to

submit Form SF-428 and/or Form SF-429, or successor forms, in connection with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to tangible personal property or to real property acquired or improved, in whole or in part, under a Council financial assistance award.

.04 Federally-owned and Exempt Federally-owned Property

a. Title to Federally-owned property[6] remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of Federally-owned property in its custody to the Grants Officer. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must report the property to the Grants Officer for further Council utilization. If the Council has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority, unless the Council has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by the Federal Technology Transfer Act (15 U.S.C. § 3710 (i)) to donate research equipment to educational and non-profit organizations in accordance with Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the Next Century."). The Council will issue appropriate instructions to the non-Federal entity. The Council may exercise this option when statutory authority exists.

b. Absent statutory authority and specific terms and conditions of the Federal award, title to exempt Federally-owned property acquired under the Federal award remains with the Federal government.

c. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of Federally-owned property that is in the non-Federal entity's custody pursuant to a Council financial assistance award or with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to Federally-owned property.

.05 Equipment

a. Recipients must comply with the equipment standards provided in 2 C.F.R. §§ 200.313 "Equipment" and 200.439 "Equipment and other capital expenditures."

b. American-Made Equipment and Products. Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.

c. Use, management, and disposition of equipment acquired.

    1. For recipients that are States: The recipient must use, manage and dispose of equipment acquired under this award in accordance with state laws and procedures.

    2. For recipients that are not States: Equipment must be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program

[6] Federally-owned property as defined in 2 C.F.R. § 200.312 means property acquired under a Federal award where the title vests with the Federal government. Exempt Federally-owned property means property acquired under a Federal award where the Federal awarding agency has chosen to vest title to the property to the non-Federal entity without further obligation to the Federal Government, based upon the explicit terms and conditions of the Federal award.

continues to be supported by the Federal award. Before disposing of equipment during the period of performance, the recipient must seek disposition instructions from the Grants Officer for equipment acquired under this award if the current fair market value of the equipment is greater than $5,000 per unit. Disposition instructions must be requested by submitting a completed "Tangible Personal Property Report" (SF-428 or any successor form) and the "Disposition Request/Report" (SF-428-C or any successor form). In addition, not later than 60 days after the end of the period of performance, the recipient must submit to the Grants Officer a completed SF-428 and "Final Report Form" (SF-428-B or any successor form) if the recipient retains any equipment with a current fair market value greater than $5,000 per unit.

.06 Supplies

a. Title to supplies vests in the non-Federal entity upon acquisition. If residual inventory of unused supplies exceeds $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, then the non-Federal entity may retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal government for its share. The amount of compensation must be computed in the same manner as for equipment as prescribed in 2 C.F.R. § 200.313 "Equipment"; *see* 200.313(e)(2) for the calculation methodology. *See also* 2 C.F.R. § 200.453 "Materials and supplies costs, including costs of computing devices." The recipient must report the value and the retention or sale of such supplies by submitting to the Grants Officer a completed "Tangible Personal Property Report" (SF-428 or any successor form) and "Final Report Form" (SF-428-B or any successor form) no later than 60 days after the end of the period of performance.

b. As long as the Federal government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

.07 Intangible Property

a. Title to intangible[7] property acquired under a Federal award vests upon acquisition in the non-Federal entity.

b. The non-Federal entity must use intangible property for the originally-authorized purpose, and must not encumber the property without the prior written approval of the Council. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. § 200.313(e).

c. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Council reserves a royalty-free, perpetual, nonexclusive and irrevocable license to reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the work throughout the world in all media now known or hereafter devised, and to authorize others to do so for Federal purposes.

[7] Intangible property as defined by 2 C.F.R. § 200.59 means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

d. The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

e. The Federal government has the right, perpetually throughout the world in all media now known or hereafter devised, to:

    1. Obtain, reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the data produced under a Federal award; and

    2. Authorize others to do so for Federal purposes.

f. Freedom of Information Act (FOIA). Pursuant to 2 C.F.R. § 200.315(e), in response to a FOIA request for research data relating to published research findings[8] produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Council will request, and the non-Federal entity must provide, within a reasonable time, the research data[9] so that such data can be made available to the public through the procedures established under the FOIA. If the Council obtains the research data solely in response to a FOIA request, the Council may charge the requester a reasonable fee equal to the full incremental cost of obtaining the research data that reflects the costs incurred by the Council and the non-Federal entity. Pursuant to 5 U.S.C. § 552(a)(4)(A), this fee is in addition to any fees the Council may assess under the FOIA.

.08 Property Trust Relationship

Real property, equipment and intangible property acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Council may require the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

F. PROCUREMENT STANDARDS

Pursuant to 2 C.F.R. § 200.317, when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The

[8] Published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) means findings are published in a peer-reviewed scientific or technical journal; or a Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. Used by the Federal government in developing an "agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

[9] As defined by 2 C.F.R. § 200.315(e)(3), research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include: trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

State will comply with 2 C.F.R. § 200.322 “Procurement of recovered materials,” and the State must ensure that every purchase order or other contract includes any clauses required by section 2 C.F.R. § 200.326 “Contract provisions.” All other non-Federal entities, including subrecipients of a State, will follow the requirements of 2 C.F.R. §§ 200.318 “General procurement standards” through 200.326 “Contract provisions.”

a. For recipients that are States: When executing procurement actions under the award, the recipient must follow the same policies and procedures it uses for procurements from its non-Federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 “Contract Provisions for Non-Federal Entity Contracts under Federal Awards,” as well as any other provisions required by law or regulations.

b. For recipients that are not States: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, 200.324, and 200.325. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 “Contract Provisions for Non-Federal Entity Contracts under Federal Awards.”

G. NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. The non-Federal entity shall comply with the non-discrimination requirements below:

.01 Statutory Provisions

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*) prohibits discrimination on the basis of sex under Federally assisted education programs or activities;

c. The Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 *et seq.*) prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

e. Revised ADA Standards for Accessible Design for Construction Awards revised regulations implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286) which adopted new enforceable accessibility standards called the “2010 ADA

Standards for Accessible Design" (2010 Standards). All new construction and alteration projects shall comply with the 2010 Standards.

f. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of age in programs or activities receiving Federal financial assistance;

g. Any other applicable non-discrimination law(s).

.02 Other Provisions

a. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and EO 12086 (43 FR 46501, 1978), requiring Federally-assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

c. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. The following provision implements that law:

In accordance with 41 U.S.C. § 4712, an employee of a non-Federal entity or contractor under a Federal award or subaward may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

1. A Member of Congress or a representative of a committee of Congress.
2. An Inspector General.
3. The Government Accountability Office.
4. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
5. An authorized official of the Department of Justice or other law enforcement agency.
6. A court or grand jury.
7. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

.03 Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq*., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

H. RECORDS RETENTION

a. The recipient must retain all records pertinent to this award for a period of no less than three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

    1. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms (if applicable), all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

    2. Copies of all subawards, including the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms (if applicable);

    3. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients (if applicable);

    4. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this award;

    5. All supporting documentation for the performance outcome and other information reported on the recipient's Financial Reports and Performance (Technical) Reports; and

    6. Any reports, publications, and data sets from any research conducted under this award.

b. If any litigation, claim, investigation, or audit relating to this award or an activity funded with award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

I. AUDITS

a. Under the Government Accounting Office's authorities (5 U.S.C. § 701 et seq.) and the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, § 1 *et seq.*, an audit of the award may be conducted at any time. The Treasury Office of Inspector General (OIG), Government Accounting Office (GAO) and the Council are authorized to audit Council awards. *See* Section 1608 of the RESTORE Act; and *see* 31 C.F.R. §§ 34.205, 34.406, 34.508 and 34.805.

b. The Treasury OIG (as specified in the RESTORE Act), or any of his or her duly authorized representatives, the GAO and the Council shall have timely and unrestricted access to any pertinent books, documents, papers, and records of the non-Federal entity, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

c. If the Treasury OIG requires a program audit on a Council award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with the Council, or any other Federal, state, or local audit entity.

d. The Treasury OIG, the GAO, and the Council shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this award.

.01 Organization-Wide, Program-Specific, and Project Audits

a. Organization-wide or program-specific audits must be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by 2 C.F.R. part 200, Subpart F, "Audit Requirements." Recipients that are subject to the provisions of 2 C.F.R. part 200, Subpart F and that expend $750,000 or more in a year in Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 C.F.R. part 200, Subpart F. A copy of the audit shall be submitted to the Bureau of the Census, which has been designated by OMB as a central clearinghouse, by electronic submission to the Federal Audit Clearinghouse website.[10] If it is necessary to submit by paper, the address for submission is:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

b. Except for the provisions for biennial audits provided in paragraphs (1) and (2) of this section, audits required must be performed annually. Any biennial audit must cover both years within the biennial period.

1. A State, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

[10] Federal Audit Clearinghouse website - http://harvester.census.gov/sac/, verified on 6/5/2015.

2. Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.

c. Council programs may have specific audit guidelines that will be incorporated into the award. When the Council does not have a program-specific audit guide available for the program, the auditor will follow the requirements for a program-specific audit as described in 2 C.F.R. § 200.507. The non-Federal entity may include a line item in the budget for the cost of the audit for approval. A copy of the program-specific audit shall be submitted to the Grants Officer and to the OIG at OIGCounsel@oig.treas.gov or if e-mail is unavailable, submission to the OIG can be made at the following address:

Treasury Office of Inspector General
1500 Pennsylvania Ave. NW
Washington, DC 20220

.02 Audit Resolution Process

a. An audit of the award may result in the disallowance of costs incurred by the non-Federal entity and the establishment of a debt (account receivable) due the Council. For this reason, the non-Federal entity should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.

b. A non-Federal entity whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:

1. Unless the Inspector General determines otherwise, the non-Federal entity has 30 days after the date of the transmittal of the draft audit report to submit written comments and documentary evidence.

2. The non-Federal entity has 30 days after the date of the transmittal of the final audit report to submit written comments and documentary evidence. There will be no extension of this deadline.

3. The Council will review the documentary evidence submitted by the non-Federal entity and notify the non-Federal entity of the results in an *Audit Resolution Determination Letter*. The non-Federal entity has 30 days after the date of receipt of the *Audit Resolution Determination Letter* to submit a written appeal. There will be no extension of this deadline. The appeal is the last opportunity for the non-Federal entity to submit written comments and documentary evidence that dispute the validity of the audit resolution determination.

4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of interest on the debt. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively. An appeal will stay the offset of funds owed by the auditee against funds due to the auditee.

5. The Council will review the non-Federal entity's appeal and notify the non-Federal entity of the results in an *Appeal Determination Letter*. After the opportunity to appeal has expired or after the appeal determination has been rendered, the Council will not accept any further documentary evidence from the non-Federal entity. No other administrative appeals to the Council are available.

J. DEBTS

.01 Payment of Debts Owed the Federal Government

a. The non-Federal entity must promptly pay any debts determined to be owed the Federal Government. Council debt collection procedures are set out in 2 C.F.R. part 200, Subpart D. In accordance with 2 C.F.R. § 200.345, delinquent debt includes any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award, constituting a debt to the Federal government (this includes a post-delinquency payment agreement) unless other satisfactory payment arrangements have been made. In accordance with 2 C.F.R. § 200.345, failure to pay a debt by the due date, or if there is no due date, within 90 calendar days after demand, shall result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. parts 900 through 999. The Council will transfer any debt that is more than 180 days delinquent to the Bureau of the Fiscal Service for debt collection services, a process known as "cross-servicing," pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12 and any Council regulations and policies promulgated pursuant to its authority, and may result in the Council taking further action as specified in Section B.06 "Non-Compliance With Award Provisions" Above. Funds for payment of a debt shall not come from other Federally-sponsored programs. Verification that other Federal funds have not been used will be made (e.g., during on-site visits and audits).

b. If a non-Federal entity fails to repay a debt within 90 calendar days after the demand, the Council may reduce the debt by: (1) Making an administrative offset against other requests for reimbursements; (2) Withholding advance payments otherwise due to the non-Federal entity; or (3) Other action permitted by Federal statute. *See* 2 C.F.R. § 200.345(a).

.02 Late Payment Charges

a. Interest shall be assessed on the delinquent debt in accordance with section 3717(a) of the Debt Collection Act of 1982, as amended (31 U.S.C. § 3701 *et seq.)*. The minimum annual interest rate to be assessed is the Department of the Treasury's Current Value of Funds Rate (CVFR).[11] The CVFR is published by the Department of the Treasury in the *Federal Register*[12] and in the *Treasury Financial Manual Bulletin*.[13] The assessed rate shall remain fixed for the duration of the indebtedness.

b. Penalties shall accrue at a rate of not more than six percent (6%) per year or such higher rate as authorized by law.

c. Administrative charges, that is, the costs of processing and handling a delinquent debt, are determined by the Council.

[11] Department of the Treasury's Current Value of Funds Rate (CVFR) webpage - https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm, verified 8/18/2015.
[12] Federal Register website - http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR and http://www.federalregister.gov/, verified 8/18/2015.
[13] Treasury Financial Manual Bulletin website - http://tfm.fiscal.treasury.gov/v1/bull.html, verified 8/18/2015.

.03 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived by the Council a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

K. GOVERNMENTWIDE DEBARMENT AND SUSPENSION

The non-Federal entity shall comply with the provisions of 2 C.F.R. Part 180, "OMB Guidelines To Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

L. LOBBYING RESTRICTIONS

.01 Statutory Provisions

The non-Federal entity shall comply with 2 C.F.R. § 200.450 ("Lobbying"), which incorporates the provisions of 31 U.S.C. § 1352, the "New Restrictions on Lobbying" published at 55 FR 6736 (February 26, 1990), and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with any Council regulations and policies promulgated pursuant to its authority. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award, and require the disclosure of the use of non-Federal funds for lobbying. Executive lobbying costs, i.e., costs incurred in attempting to improperly influence[14] either directly or indirectly an employee or officer of the executive branch of the Federal government to give consideration or to act regarding a Federal award or a regulatory matter, are unallowable costs. *See* 2 C.F.R. § 200.450(b) and (c).

.02 Disclosure of Lobbying Activities

The non-Federal entity receiving in excess of $100,000 in Federal funding shall submit a completed Form SF-LLL or any successor form, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit any required Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer. *See* 31 U.S.C. § 1352.

[14] To improperly influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter.

M. REMEDIES FOR NONCOMPLIANCE

a. If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Council or pass-through entity may impose additional conditions, as described in 2 C.F.R. § 200.207 "Specific conditions" (e.g., requiring additional reporting or more frequent submission of the Financial or Performance (Technical) Reports; requiring additional activity, project, or program monitoring; requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; or establishing additional actions that require prior approval). If the Council or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, pursuant to 2 C.F.R. § 200.338, the Council or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Council or pass-through entity.

2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate the Federal award.

4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and Council regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by the Council).

5. Withhold further Federal awards for the project or program.

6. Take other remedies that may be legally available.

The Council will notify the recipient in writing of the Council's proposed determination that an instance of non-compliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that the Council proposes to pursue. The recipient will then have 30 calendar days to respond and provide information and documentation contesting the Council's proposed determination or suggesting an alternative remedy. The Council will consider information provided by the recipient and issue a final determination in writing, which will state the Council's final findings regarding noncompliance and the remedy to be imposed.

b. RESTORE Act-Specific Remedy for Non-compliance

1. If the Council determines that the recipient has expended funds to cover the cost of any ineligible activities, in addition to the remedies available in this section, the Council, in coordination with the U.S. Department of Treasury ("Treasury"), will make no additional payments to the recipient from the RESTORE Trust Fund, including no payments from the RESTORE Trust Fund for activities, projects, or programs under any other RESTORE Act Component until the recipient has either (a) deposited an amount equal to the amount expended for the ineligible activities in the RESTORE Trust Fund, or (b) the Council, in coordination with Treasury, has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act. *See* 33 U.S.C. § 1321(t)(1)(G) and (H), and *see* 31 C.F.R. § 34.804 "Noncompliance."

2. If the Council determines that the recipient has materially violated the terms of the award, the Council, in coordination with Treasury, will make no additional funds available to the recipient from any part of the RESTORE Trust Fund until the recipient corrects the violation.

c. In extraordinary circumstances, the Council may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest the Council's determination or suggest an alternative remedy in writing to the Council, and the Council will issue a final determination.

d. Instead of, or in addition to, the remedies listed above, the Council may refer the noncompliance to the Treasury OIG for investigation or audit, pursuant to 31 C.F.R. § 34.805 "Treasury Inspector General." The Council will refer all allegations of fraud, waste, or abuse to the Treasury OIG.

e. Termination. In accordance with 2 C.F.R. § 200.339, when a Federal award is terminated or partially terminated, both the Council or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.343 "Closeout" and 200.344 "Post-closeout adjustments and continuing responsibilities."

1. The Federal award may be terminated in whole or in part as follows:

   i. By the Council or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
   ii. By the Council or pass-through entity for cause;
   iii. By the Council or pass-through entity with the consent of the non-Federal entity, in which case the two parties will agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
   iv. By the non-Federal entity upon sending to the Council or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Council or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Council or pass-through entity may terminate the Federal award in its entirety.

2. The Council or pass-through entity is required to provide a notice of termination to the non-federal entity, pursuant to 2 C.F.R. § 200.340:

   i. If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
   ii. Upon termination of a Federal award, the Council will provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. part 77. See also 2 C.F.R. part 180 for the requirements for Suspension and Debarment.

N. CODES OF CONDUCT AND SUBAWARD, CONTRACT, AND SUBCONTRACT PROVISIONS

.01 Code of Conduct for Recipients

a. The non-Federal entity must immediately report any indication of fraud, waste, abuse or potential criminal activity pertaining to grant funds to the Council, Treasury and the Treasury Inspector General in accordance with the requirements in 31 C.F.R. § 34.803(a).

b. Pursuant to the certification in Form SF-424B, paragraph 3, or equivalent, the non-Federal entity must maintain written standards of conduct to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of this award.

c. Non-Federal entities must comply with the requirements of 2 C.F.R. § 200.318 "General procurement standards," including maintaining written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the non-Federal entity must neither solicit nor accept any gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set written standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.

.02 Applicability of Award Provisions to Subrecipients

a. The non-Federal entity shall require all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable cost principles, administrative provisions, audit requirements, and all associated terms and conditions. *See* 2 C.F.R. part 200, Subpart D, "Subrecipient Monitoring and Management" *and see* 2 C.F.R. § 200.101(b)(1). Additionally, the non-Federal entity must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200, including evaluating and documenting a subrecipient's risk of noncompliance; providing training and technical assistance necessary to complete the subaward activities; monitoring the performance of the subrecipient; and taking any necessary enforcement actions against a noncompliant subrecipient. *See* 2 C.F.R. § 200.331 "Requirements for pass through entities."

b. Prior to dispersing funds to a subrecipient, the recipient must execute a legally-binding written agreement with the entity receiving the subaward in accordance with the requirements in 31 C.F.R. § 34.803(c). The written agreement shall extend all applicable program requirements to the subrecipient. The written agreement must include a requirement that the contractor or subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

c. A non-Federal entity is responsible for subrecipient monitoring, including the following:

1. Federal Award Identification. The non-Federal entity must ensure that each subaward includes the following information and applicable compliance requirements at the time of the subaward. If any of these data elements change, the pass through entity must include the changes in a subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

    i. Subrecipient name (which must match the registered name in DUNS);
    ii. Subrecipient's DUNS number (*see* 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number");
    iii. Federal Award Identification Number (FAIN);
    iv. Federal Award Date (*see* 2 C.F.R. § 200.39 "Federal award date");
    v. Subaward Period of Performance Start and End Date;
    vi. Amount of Federal Funds Obligated by this action;
    vii. Total Amount of Federal Funds Obligated to the subrecipient;
    viii. Total Amount of the Federal Award;
    ix. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
    x. Name of Federal awarding agency, pass-through entity and contact information for awarding official;
    xi. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
    xii. Identification of whether the award is for research and development (R&D); and
    xiii. Indirect cost rate for the Federal award (including whether the *de minimis* rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs").

2. Award Monitoring. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure that compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. *See* 2 C.F.R. §§ 200.328 "Monitoring and reporting program performance," and 200.331 "Requirements for pass-through entities." The non-Federal entity shall monitor activities of the subrecipient through reporting, site visits, regular contact, or other means, as necessary to ensure that the subaward is used solely for authorized purposes, in compliance with Federal statutes, regulations and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

    i. Reviewing financial and programmatic reports required by the pass-through entity.
    ii. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
    iii. Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 C.F.R. § 200.521 "Management decision."

3. Subrecipient Audits. The non-Federal entity is responsible for ensuring that subrecipients expending $750,000 or more in Federal awards during the subrecipient's fiscal year have met the audit requirements of 2 C.F.R. part 200, Subpart F, "Audit Requirements," and that the required audits are completed within nine (9) months after the end of the subrecipient's audit period. In addition, the non-Federal entity is required to issue a management decision on audit findings within six (6) months after receipt of the subrecipient's audit report, and to ensure that the

subrecipient takes timely and appropriate corrective action on all audit findings. Pursuant to 2 C.F.R. § 200.505, in cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities must take appropriate action as provided in 2 C.F.R. § 200.338 "Remedies for noncompliance."

.03 Competition and Codes of Conduct for Subawards

a. Unless otherwise approved in writing in advance by the Grants Officer, all subawards will be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with the requirements of 2 C.F.R. §§ 200.317 through 200.326 "Procurement Standards." The non-Federal entity must be alert to organizational conflicts of interest as well as other practices among subrecipients that may restrict or eliminate competition. In order to ensure objective subrecipient performance and eliminate unfair competitive advantage, subrecipients that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subawards.

b. The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.

c. If the non-Federal entity has a parent, affiliate or subsidiary organization that is not a State, local government or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest, wherein relationships with a parent company, affiliate or subsidiary organization cause the non-Federal entity to be or appear to be unable to be impartial in conducting a procurement action involving such related organization.

d. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. An appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice. It may also result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field.

.04 Applicability of Provisions to Subawards, Contracts, and Subcontracts

a. The non-Federal entity shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

b. Pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," and 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:

    1. Contracts for more than the Simplified Acquisition Threshold ($150,000 as of 12-26-2013), 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.

    2. 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 effected and the basis for settlement.

    3. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with EO 11246, "Equal Employment Opportunity" (30 F.R. 12319, 12935, 3 C.F.R. part, 1964-1965 Comp., p. 339), as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

    4. Davis-Bacon Act. 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 C.F.R. 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 Council. 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 C.F.R. 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 Council.

5. 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 C.F.R. 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.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity or subrecipient must comply with the requirements of 37 C.F.R. 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.

7. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

8. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (*see* 2 C.F.R. § 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM[15] 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.

9. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award of $100,000 or more must file the required certification, a "Disclosure of Lobbying Activities" (Form SF-LLL or successor form). 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

[15] System for Award Management (SAM) website - https://www.sam.gov, verified 8/18/2015.

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 Federal award recipient. The Form SF-LLL must be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit all disclosure forms received, including those that report lobbying activity on its own behalf, to the Grants Officer within 30 days following the end of the calendar quarter.

10. Procurement of recovered materials (section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act). A state agency or agency of a political subdivision of a State and its contractors must comply with requirements of Section 6002 including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. 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 by 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.

11. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. Non-Federal entities and contractors under Federal awards and subawards shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce. *See* section G.02 (c) of this document.

c. The recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to the Council, the Treasury OIG, and the GAO any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

d. The recipient and any subrecipients, contractors, or subcontractors must comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), as applicable, which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

e. When contracting, the non-Federal entity must take all necessary affirmative steps, as prescribed in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

.05 Subaward and/or Contract to a Federal Agency

a. The non-Federal entity, subrecipient, contractor, and/or subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency or employee of the Council and/or other

Federal department, agency, or instrumentality without the prior written approval of the Grants Officer.

b. Requests for approval of such action must be submitted in writing to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing of the final determination.

O. AMENDMENTS AND CLOSEOUT

a. Amendments to an award must be requested in writing and require the written approval of the Grants Officer. The recipient must provide an explanation for the reason an amendment is requested. The Council reserves the right to amend the terms of the award when required by law or regulation.

b. The non-Federal entity must comply with the closeout requirements as stipulated in 2 C.F.R. § 200.343. Closeout of the award does not affect any of the post-closeout adjustments and continuing responsibilities under 2 C.F.R. § 200.344.

P. ENVIRONMENTAL COMPLIANCE

Environmental impacts must be considered by Federal decision-makers in deciding whether or not to approve: (1) a proposal for Federal assistance; (2) such proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Non-Federal entities must comply with all applicable environmental laws, regulations and policies. Additionally, recipients may be required to assist the Council in complying with laws, regulations and policies applicable to Council actions. Laws, regulations, and policies potentially applicable to Council actions and/or recipients may include but are not limited to the statutes and EOs listed below. The Council does not make independent determinations of compliance with laws such as the Clean Water Act. Rather, the Council may require a recipient to provide information to the Council to demonstrate that the recipient has complied with or will comply with all such requirements. In some cases, if additional information is required after an application is selected, funds may be withheld by the Grants Officer under a special award condition requiring the recipient to submit additional information sufficient to enable the Council to make an assessment regarding compliance with applicable environmental laws, regulations and policies.

If a recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations and EOs listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package.

.01 The National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*)

Council approval of financial assistance awards may be subject to the environmental review requirements of the National Environmental Policy Act (NEPA). In such cases, recipients of financial assistance awards may be required to assist the Council in complying with NEPA. For example, applicants may be required to assist the Council by providing information on a proposal's potential environmental impacts, or drafting or supplementing an environmental assessment or environmental impact statement if the Council determines such documentation is required. Independent of the Council's responsibility to comply with

NEPA, where appropriate, projects or programs funded by the Council may trigger Federal agency NEPA compliance duties involving a separate Federal action, such as the issuance of a Federal permit.

.02 The Endangered Species Act (16 U.S.C. § 1531 *et seq.*)

Council approval of financial assistance for project implementation is subject to compliance with section 7 of the Endangered Species Act (ESA). Recipients must identify any impact or activities that may involve a Federally-listed threatened or endangered species, or their designated critical habitat. Section 7 of the ESA requires every Federal agency to ensure that any action it authorizes, funds or carries out, in the United States or upon the high seas, is not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat. Federal agencies have the responsibility for ensuring that a protected species or habitat does not incur adverse effects from actions taken under Federal assistance awards, and for conducting the required consultations with the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service under the Endangered Species Act, as applicable.

.03 Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)

Recipients of financial assistance awards must identify to the Council any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with NMFS regarding the potential effects of their actions, and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency procedures previously established under NEPA, the Endangered Species Act, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

.04 Clean Water Act Section 404 (33 U.S.C. § 1344 *et seq.*)

Clean Water Act (CWA) Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

.05 The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds

A number of prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

.06 National Historic Preservation Act (16 U.S.C. § 470 *et seq.*)

Council approval of financial assistance awards may be subject to Section 106 of the National Historic Preservation Act (NHPA). In such cases, recipients of financial assistance awards may be requested to assist the Council in identifying any adverse effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Pursuant to 36 C.F.R. § 800.2(c)(4), applicants and recipients may also be requested to assist the Council in initiating consultation with State or Tribal Historic Preservation Officers, Indian tribes, Native Hawaiian Organizations or other applicable interested parties as necessary to the Council's responsibilities to identify historic properties, assess adverse effects to them, and determine ways to avoid, minimize or mitigate adverse effects on historic properties.

Pursuant to guidelines issued by the National Park Service under the Abandoned Shipwreck Act (43 U.S.C. §§ 2101-2106), state and Federal agencies whose activities may disturb, alter, damage, or destroy State-owned shipwrecks must take into account the effect of the proposed activity on any state-owned shipwreck and afford the state agencies assigned management responsibility for state-owned shipwrecks a reasonable opportunity to comment on the proposed activity.

.07 Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")

Recipients must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and Executive Order 11738. Recipients shall not use a facility that the Environmental Protection Agency (EPA) has placed on EPA's List of Violating Facilities (this list is incorporated into the Excluded Parties List System which is part of SAM) in performing any award that is nonexempt under subpart J of 2 C.F.R. part 1532.

.08 The Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*)

Flood insurance, when available, is required for Federally-assisted construction or acquisition in areas having special flood hazards and flood-prone areas. When required, recipients will ensure that flood insurance is secured for their project(s).

.09 Executive Order 11988 ("Floodplain Management"), Executive Order 13690 ("Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input"), and Executive Order 11990 ("Protection of Wetlands")

Recipients must identify proposed actions located in a floodplain and/or wetlands to enable the Council to determine whether there is an alternative to minimize any potential harm. Floodplains are identified through a climate-informed science approach, adding 2-3 feet of elevation to the 100-year floodplain, or using the 500-year floodplain.

.10 Executive Order 13112 ("Invasive Species")

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

.11 The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq*.)

Federally funded projects must be consistent with a coastal state's approved management program for the coastal zone.

.12 The Coastal Barriers Resources Act (16 U.S.C. § 3501 *et seq*.)

Only in certain circumstances may Federal funding be provided for actions within a Coastal Barrier System. The Coastal Barriers Resources Act generally prohibits new Federal expenditures, including Federal grants, within specific units of the Coastal Barrier Resources System (CBRS). Although the Act restricts Federal expenditures for coastal barrier development, Section 6(a)(6)(A) contains an exemption for projects relating to the study, management, protection, or enhancement of fish and wildlife resources and habitats, including recreational projects. Section 6(a)(6)(G) also exempts nonstructural projects for shoreline stabilization that are designed to mimic, enhance or restore natural stabilization systems. However, care must be taken when interpreting any exemptions described, as they are limited to projects that are consistent with the purpose of this Act as interpreted by the lead agency, Department of Interior. Applicants should work with the U.S. Fish and Wildlife Service, which reviews proposals to determine whether a project falls within a protected unit and if so, whether an exception applies. Maps of the CBRS are available through the interactive U.S. Fish and Wildlife Service Coastal Barrier Resources System Mapper.[16]

.13 The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq*.)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system. Funded projects in the National Wild and Scenic Rivers system must be consistent with Wild and Scenic Rivers Act requirements.

.14 The Safe Drinking Water Act (42 U.S.C. § 300 *et seq*.)

The Sole Source Aquifer program under this statute precludes Federal financial assistance for any project that the EPA determines may contaminate a designated sole source aquifer through a recharge zone so as to create a significant hazard to public health.

[16] U.S. Fish and Wildlife Service Interactive Coastal Barrier Resources System Mapper - http://www.fws.gov/cbra/Maps/Mapper.html, verified 8/18/2015.

.15 The Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq*.)

This act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and also provides that recipients of Federal funds that are state agencies or political subdivisions of states give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

.16 The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 *et seq*.)

The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.), as amended by the Community Environmental Response Facilitation Act, provides the President with broad, discretionary response authorities to address actual and threatened releases of hazardous substances, as well as pollutants and contaminants where there is an imminent and substantial danger to public health and the environment. Section 103 of this Act contains specific reporting requirements and responsibilities and section 117 of the Act contains specific provisions designed to ensure meaningful public participation in the response process.

.17 Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)

This Order identifies and addresses adverse human health or environmental effects of programs, policies and activities on low income and minority populations. Consistent with EO 12898, recipients may be requested to help identify and address, as appropriate, disproportionate impacts to low income and minority populations which could result from their project.

.18 Rivers and Harbors Act (33 U.S.C. 407)

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

.19 Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)

The Marine Protection, Research and Sanctuaries Act prohibits dumping of material into ocean waters beyond the territorial limit without a permit. Recipients must identify any potential ocean dumping of materials, obtain the appropriate permit, if applicable, and notify the Council. Under the National Marine Sanctuaries Act, Federal agencies are required to protect National Marine Sanctuary resources. Recipients must identify actions that are in or may affect a National Marine Sanctuary and notify the Council. EO 13089 requires that any actions authorized or funded by Federal agencies not degrade the condition of coral reef ecosystems. Recipients must identify any action that might affect a coral reef ecosystem and notify the Council.

.20 Executive Order 13653 ("Preparing the United States for the Impacts of Climate Change")

This EO requires Federal agencies to identify and support smarter, more climate-resilient investments by States, local communities and tribes, including by providing incentives through agency guidance and grants. Recipients must identify and describe any project elements that promote climate resilience.

.21 Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

This act requires agency programs, to the extent possible, be compatible with state, local and private programs and policies to protect farmland from irreversible conversion to nonagricultural uses. Recipients must identity any irreversible conversion of farmland to nonagricultural uses as a result of their project.

.22 Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the Fish and Wildlife Service and fish and wildlife agencies of States must be consulted whenever waters of any stream or other body of water are "proposed or authorized, permitted or licensed to be impounded, diverted… or otherwise controlled or modified" by any agency under a Federal permit or license.

Q. MISCELLANEOUS REQUIREMENTS

.01 Criminal and Prohibited Activities

a. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*), provides for the imposition of civil penalties against persons who make false, fictitious or fraudulent claims to the Federal Government for money (including money representing grants, loans or other benefits).

b. The False Claims Amendments Act and the False Statements Act (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious or fraudulent statement, representation or claim against the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287.

c. The Civil False Claims Act (31 U.S.C. § 3729 *et seq.*), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.

d. The Copeland "Anti-Kickback" Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally-supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

.02 Political Activities

The non-Federal entity must comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

.03 Drug-Free Workplace

The non-Federal entity shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Pub. L. No. 100-690, Title V, Sec. 5153, as amended by Pub. L. No. 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102) and any Council regulations and policies promulgated pursuant to its authority, which require that the non-Federal entity take steps to provide a drug-free workplace.

.04 Foreign Travel

a. The non-Federal entity may not use funds from this award for travel outside of the United States unless the Grants Officer provides prior written approval. The non-Federal entity shall comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.

b. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

c. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow Federally-funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website.[17] Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website.[18]

d. If a foreign air carrier is anticipated to be used for any portion of travel under a Council financial assistance award the non-Federal entity must obtain prior written approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer shall make the final determination and notify the non-Federal entity in writing. Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which the non-Federal entity improperly used a foreign air carrier.

[17] GSA Fly America Act website - http://www.gsa.gov/portal/content/103191, verified 8/18/2015.
[18] Department of State Open Skies Agreements website - http://www.state.gov/e/eb/tra/ata/index.htm, verified 8/18/2015.

.05 Increasing Seat Belt Use in the United States

Pursuant to EO 13043, recipients should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

.06 Research Involving Human Subjects

a. All proposed research involving human subjects must be conducted in accordance with 15 C.F.R. part 27 "Protection of Human Subjects." No research involving human subjects is permitted under this award unless expressly authorized by special award condition, or otherwise in writing by the Grants Officer.

b. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

c. Department of Commerce regulations at 15 C.F.R. part 27, applying to all Federal departments and agencies, require that recipients maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the non-Federal entity shall submit appropriate documentation to the Federal Program Officer for approval by the appropriate Council officials. This documentation may include:

    1. Documentation establishing approval of the project by an institutional review board (IRB) approved for Federal-wide use under Department of Health and Human Services guidelines (*see also* 15 C.F.R. § 27.103);

    2. Documentation to support an exemption for the project under 15 C.F.R. § 27.101(b);

    3. Documentation to support deferral for an exemption or IRB review under 15 C.F.R. § 27.118;

    4. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

d. No work involving human subjects may be undertaken or conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

.07 Federal Employee Expenses

Federal agencies are generally barred from accepting funds from a non-Federal entity to pay transportation, travel or other expenses for any Federal employee. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in-kind goods or services, for the purposes of transportation, travel or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, Council policy prohibits the acceptance of gifts, including travel payments for Federal employees, from recipients or applicants, regardless of the source.

.08 Minority Serving Institutions Initiative

Pursuant to EOs 13555 ("White House Initiative on Educational Excellence for Hispanics"), 13270 ("Tribal Colleges and Universities"), and 13532 ("Promoting Excellence, Innovation, and Sustainability at Historically Black Colleges and Universities"), the Council is strongly committed to broadening the participation of minority serving institutions (MSIs) in its financial assistance programs. The Council's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the Nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. The Council encourages all recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

.09 Research Misconduct

The Council adopts, and applies to financial assistance awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification or plagiarism in proposing, performing or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Non-Federal entities that conduct extramural research funded by the Council must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Non-Federal entities also have the primary responsibility to prevent, detect and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Federal award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the award, up to and including award termination and/or suspension or debarment. The Council requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to the Grants Officer, who will also notify the Treasury OIG of such allegation. Once the non-Federal entity has investigated the allegation, it shall submit its findings to the Grants Officer. The Council may accept the non-Federal entity's findings or proceed with its own investigation. The Grants Officer will inform the non-Federal entity of the Council's final determination.

.10 Publications, Videos, Signage and Acknowledgment of Sponsorship

a. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to Federally-funded projects (*e.g.*, scientific research).

b. Recipients are required to submit a copy of any publication materials, including but not limited to print, recorded or Internet materials, to the Council.

c. When releasing information related to a funded project, recipients must include a statement that the project or effort undertaken was or is sponsored by the Council.

d. Any signage produced with funds from the award or informing the public about the activities funded in whole or in part by the award, must first be approved in writing by the Grants Officer.

e. Recipients are responsible for assuring that every publication of material based on, developed under, or otherwise produced under a Council financial assistance award, except scientific articles or papers

appearing in scientific, technical or professional journals, contains the following disclaimer or other disclaimer approved in writing by the Grants Officer:

This [report/video/etc.] was prepared by [non-Federal entity name] using Federal funds under award [number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

.11 Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. § 2131 *et seq*.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act (16 U.S.C. § 1531 *et seq*.); Marine Mammal Protection Act (16 U.S.C. § 1361 *et seq*.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. § 4701 *et seq*.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any Council financial assistance award without the prior written approval of the Grants Officer.

.12 Homeland Security Presidential Directive 12

If the performance of a grant award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the Council will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure that the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a financial assistance award shall comply with the Council personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors," FIPS PUB 201, and OMB Memorandum M-05-24. The non-Federal entity shall ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements provided below. The non-Federal entity shall insert the following term in all subawards and contracts when the subaward non-Federal entity or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

a. *The subrecipient or contractor shall comply with the Council personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.*

b. *The subrecipient or contractor shall account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Council: (1) When*

no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee's employment; or (3) Upon subaward or contract completion or termination.

.13 Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

a. This clause applies to the extent that this financial assistance award involves access to export-controlled items.

b. In performing this financial assistance award, the non-Federal entity may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and reexports provisions. The non-Federal entity shall establish and maintain effective export compliance procedures at Council and non-Council facilities throughout performance of the financial assistance award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

c. Definitions

1. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the Department of Commerce's Bureau of Industry and Security. These are generally known as "dual-use" items, items with both a military and commercial application.

2. Deemed Export/Reexport. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the U.S. If such a release occurs abroad, it is considered a deemed reexport to the foreign national's home country. Licenses may be required for deemed exports or reexports.

d. The non-Federal entity shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable Federal laws, EOs, and/or regulations, including the EAR.

e. As applicable, non-Federal entity personnel and associates at Council sites shall be informed of any procedures to identify and protect export-controlled items.

f. To the extent the non-Federal entity wishes to provide foreign nationals with access to export-controlled items, the non-Federal entity shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed reexports.

g. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, EOs or regulations.

h. Compliance with the foregoing will not satisfy any legal obligations the non-Federal entity may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the

International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including releases of such items to foreign nationals.

i. The non-Federal entity shall include this Subsection .13, including this Subparagraph i, in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve access to export-controlled items.

.14 The Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)), as amended, and the implementing regulations at 2 C.F.R. part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if the non-Federal entity engages in certain activities related to trafficking in persons. The Council incorporates the following award term required by 2 C.F.R. § 175.15(b).[19]

Award Term from 2 C.F.R. § 175.15(b):

I. Trafficking in persons.
- a. Provisions applicable to a non-Federal entity that is a private entity.
  1. You as the non-Federal entity, your employees, subrecipients under this award, and subrecipients' employees may not—
     i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
     ii. Procure a commercial sex act during the period of time that the award is in effect; or
     iii. Use forced labor in the performance of the award or subawards under the award.
  2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
     i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
     ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— (A) Associated with performance under this award; or (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 1326, "Nonprocurement Debarment and Suspension."
- b. Provision applicable to a non-Federal entity other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
  1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
     i. Associated with performance under this award; or

[19] *See* 2 C.F.R. § 175.15(b) - http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf, verified 8/18/2015.

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 1326, "Nonprocurement Debarment and Suspension."

c. Provisions applicable to any non-Federal entity.
   1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
   2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
   3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:
   1. Employee means either:
      i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
      ii. ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   2. Forced labor means: labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
   3. Private entity:
      i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25;
      ii. Includes: (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b); and (B) A for-profit organization.
   4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

.15 The Federal Funding Accountability and Transparency Act of 2006 ("Transparency Act" or FFATA)—Public Law 109-282, as amended by section 6202(a) of Public Law 110-252 (31 U.S.C. 6101)

a. Searchable Website Requirements. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website. This information is available at the USA Spending website.[20] Recipients and subrecipients must include the following required data elements in their application:

[20] USASpending.gov website - www.USASpending.gov, verified 8/18/2015.

- Name of entity receiving award;
- Award amount;
- Transaction type, funding agency, Catalog of Federal Domestic Assistance Number, and descriptive award title;
- Location of entity, primary location of performance (City/State/Congressional District/Country); and
- Unique identifier of entity.

b. Reporting Subawards and Executive Compensation. Prime grant recipients awarded a new Federal grant greater than or equal to $25,000 on or after October 1, 2010, other than those funded by the Recovery Act, are subject to FFATA subaward reporting requirements as outlined in the OMB guidance issued August 27, 2010. The prime non-Federal entity is required to file a FFATA subaward report by the end of the month following the month in which the prime non-Federal entity awards any sub-grant greater than or equal to $25,000. *See* Pub. L. No. 109-282, as amended by section 6202(a) of Pub. L. No. 110-252 (*see* 31 U.S.C. 6101 note). The reporting requirements are located in Appendix A of 2 C.F.R. Part 170.[21]

Award Term from Appendix A of 2 C.F.R. Part 170:

I. Reporting Subawards and Executive Compensation.
   a. Reporting of first-tier subawards.
      1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (*see* definitions in paragraph e. of this award term).
      2. Where and when to report.
         i. You must report each obligating action described in paragraph a.1 of this award term to the FFATA Subaward Reporting System (FSRS).[22]
         ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
      3. What to report. You must report the information about each obligating action that the submission instructions posted at the FSRS website specify.
   b. Reporting Total Compensation of Non-Federal Entity Executives.
      1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
         i. the total Federal funding authorized to date under this award is $25,000 or more;
         ii. in the preceding fiscal year, you received—
            (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
            (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

[21] 2 C.F.R. § 170.320 on GPO website - http://www.gpo.gov/fdsys/pkg/CFR-2011-title2-vol1/pdf/CFR-2011-title2-vol1-part170-appA.pdf, verified 8/18/2015.
[22] Federal Funding Accountability and Transparency Act Subaward Reporting System - http://www.fsrs.gov, verified 8/18/2015.

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, *see* the U.S. Security and Exchange Commission total compensation filings.[23])

2. Where and when to report. You must report executive total compensation described in paragraph b.1 of this award term:
   i. As part of your registration profile in the System for Award Management (SAM),[24] and
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.
1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
   i. In the subrecipient's preceding fiscal year, the subrecipient received—
      (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
      (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
   ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, *see* the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   i. To the non-Federal entity.
   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:
1. Entity means all of the following, as defined in 2 C.F.R. part 25:
   i. A Governmental organization, which is a State, local government, or Indian tribe;
   ii. A foreign public entity;
   iii. A domestic or foreign nonprofit organization;
   iv. A domestic or foreign for-profit organization;

[23] U.S. Security and Exchange Commission Executive Compensation "Fast Facts" - http://www.sec.gov/answers/execomp.htm, verified on 8/18/2015.
[24] System for Award Management (SAM) - https://www.sam.gov, verified on 8/18/2015.

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).
   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
   i. Receives a subaward from you (the non-Federal entity) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the non-Federal entity's or subrecipient's preceding fiscal year and includes the following (for more information *see* 17 C.F.R. 229.402(c)(2)):
   i. Salary and bonus.
   ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
   iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
   iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
   v. Above-market earnings on deferred compensation which is not tax-qualified.
   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

c. System for Award Management (SAM) and Universal Identifier requirements.

1. Requirement for SAM. Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. Requirement for unique entity identifier. If you are authorized to make subawards under this award, you:

   i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
   ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

3. Definitions for purposes of this award term:

   i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site.[25]
   ii. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
   iii. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:
      (A) A Governmental organization, which is a State, local government, or Indian Tribe;
      (B) A foreign public entity;
      (C) A domestic or foreign nonprofit organization;
      (D) A domestic or foreign for-profit organization; and
      (E) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
   iv. Subaward:
      (A) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
      (B) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).
      (C) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
   v. Subrecipient means an entity that:
      (A) Receives a subaward from you under this award; and
      (B) Is accountable to you for the use of the Federal funds provided by the subaward.

.16 Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

a. Unless there is an actual rescission of funds for specific grant obligations, recipients of Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Recipients are advised that ongoing activities by Federal employees involved in grant administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.

b. All award actions will be delayed during a government shutdown; if it appears that a non-Federal entity's performance under a grant or cooperative agreement will require agency involvement, direction or clearance during the period of a possible government shutdown, the Program Officer or

[25] System for Award Management (SAM) - https://www.sam.gov, verified on 8/18/2015.

Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise recipients that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, recipients whose ability to withdraw funds is subject to prior agency approval, which in general are recipients that have been designated high risk, recipients of construction awards, or are otherwise limited to reimbursements or subject to agency review, will be able draw funds down from the relevant Automatic Standard Application for Payment (ASAP) account only if agency approval is given and coded into ASAP prior to any government shutdown or closure. This limitation may not be lifted during a government shutdown. Recipients should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Recipients whose authority to draw down award funds is restricted may decide to suspend work until the government reopens.

c. The ASAP system may remain operational during a government shutdown. As applicable, recipients that do not require Council approval to draw down advance funds from their ASAP accounts may be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will apply notwithstanding a government shutdown and advanced funds held for more than 30 days shall be returned with interest.

R. CERTIFICATIONS

At a minimum, the non-Federal entity must comply with the certifications and requirements in 31 C.F.R. § 34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required Council-specific certifications. Other certifications may be required by 2 C.F.R. part 200. Certifications must be signed by an authorized senior official of the entity receiving grant funds who can legally bind the organization or entity, and who has oversight for the administration and use of the funds in question.

ADCNR SUBAWARD GRANT AGREEMENT

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET
MONTGOMERY, ALABAMA 36130

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

LEGAL SECTION

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JENNIFER WEBER
DEPUTY GENERAL COUNSEL

NYLA D. CHANEY
ASSOCIATE COUNSEL

PHONE: 334/242-3165
FAX: 334/242-3167

March 24, 2025

MEMORANDUM

TO: Amy Hunter
DWH Restoration Coordinator

FROM: Juliana T. Dean
Deputy General Counsel

RE: Fully Executed
Subaward No. S1P28-OMCS
City of Mobile
One Mobile: Reconnecting People, Work and Play through Complete Streets
Performance Period: 1/23/2025-10/31/2027

Please find attached the fully executed original of the above referenced agreement. We have retained a copy for our files.

JTD:hb

Attachments
cc: Accounting

The Department of Conservation and Natural Resources does not discriminate on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

STATE OF ALABAMA

ADCNR Grant #: S1P28-OMCS

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. PROJECT PURPOSE AND IDENTITY: The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Spill Impact project titled "State Expenditure Plan #28: One Mobile: Reconnecting People, Work and Play through Complete Streets" (hereinafter "Project"). The purpose of this project is the construction of utility infrastructure improvements along with roadway and pedestrian improvements such as sidewalks, bike lanes, strategically placed on-street parking, stormwater drainage, utility relocations, and pedestrian improvements to Dr. Martin Luther King, Jr. Avenue beginning at Beauregard Street and ending at Butchers Lane in downtown Mobile, Alabama, further described in the Federal Award GNSSP25AL0063-01-00. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

2. FEDERAL AWARD INFORMATION: The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:

   a. Federal Award Identification Number (FAIN): GNSSP25AL0063
   b. Federal Award Period of Performance: 01/23/2025-10/31/2027
   c. Total Amount of Federal Funds Obligated to Subrecipient: $2,096,981.00
   d. Subrecipient UEI#: QV8KPHH9J8A3
   e. Total Amount of Federal Award: $2,287,500.00
   f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE")
   g. Pass-Through Entity & Awarding Official Contact Information:
      Alabama Department of Conservation and Natural Resources
      Commissioner Christopher M. Blankenship
      64 N. Union Street; Suite 468
      Montgomery, AL 36130
   h. CFDA Number & Name: CFDA# 87.052 "Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program"
   i. Indirect Cost Rate of Subrecipient: 0%

3. AGREEMENT FUNDING AMOUNT: ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of Two million ninety-six thousand nine hundred eighty-one and xx/100 dollars (**$2,096,981.00**).

4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on January 23, 2025 and end on October 31, 2027

5. AGREEMENT TERM: The term of this Agreement shall commence on January 23, 2025 and end on October 31, 2027 (hereinafter "Agreement Term").

6. APPLICABLE LAWS: Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and RESTORE Regulations. In addition, Subrecipient shall procure all

applicable federal, state, and local permits and pay all said fees. Subrecipient further agrees and acknowledges it is responsible for ensuring of all lower tier compliance as to all such requirements. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.

7. AGREEMENT SERVICES: Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any RESTORE-specific Special Award Conditions, and the Gulf Coast Ecosystem Restoration Council RESTORE Act Financial Assistance Standard Terms and Conditions contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.

8. RELIANCE UPON SUBRECIPIENT: Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures and that ADCNR is relying upon the Subrecipient to maintain compliance as to all requirements associated with performance under this Agreement including, but not limited to, all exhibits hereto, required certifications, and all applicable laws.

9. FUNDING AVAILABILITY/SOURCES: Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.

10. ALLOWABLE COSTS:

    a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
        i. Federal Award;
        ii. Special Award Conditions incorporated within the Federal Award;
        iii. 2 C.F.R. Part 200; and
        iv. 31 C.F.R. Part 34.

    b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 24 of this Agreement may be disallowed at the sole discretion of ADCNR.

    c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.

    d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.

    e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used as leverage to complete the Project as described in the approved Scope of Work.

11. REIMBURSEMENT PAYMENTS: Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

    Dr. Amy Hunter
    Deepwater Horizon Restoration Coordinator
    Alabama Department of Conservation and Natural Resources
    31115 Five Rivers Boulevard
    Spanish Fort, AL 36527
    Email: amy.hunter@dcnr.alabama.gov

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than fifteen (15) days after the

expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. In addition, only Allowable Costs incurred during an active fiscal year performance period are eligible for reimbursement. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall immediately notify ADCNR and return such funds in such timeframe and manner as specified by ADCNR. Prior to the submittal of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.821, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.79.

ADCNR reserves the right to refuse to pay all or any part of requested funding for any of the following reasons: 1) at ADCNR's discretion, the costs are not determined to reasonable or necessary for completion of the scope of work; (2) at ADCNR's discretion, the costs are determined to be ineligible for reimbursement; (3) the Subrecipient has failed to comply with any term or conditions of this agreement; (4) the Subrecipient has otherwise failed to perform the scope of work in accordance with this agreement; or (5) ADCNR has determined that the Subrecipient has otherwise failed to comply with applicable state, federal, or local laws and regulations.

Notwithstanding any other provision of this agreement, and notwithstanding the submission of any reimbursement request by the Subrecipient, ADCNR shall not pay more than 95% of the sub-award amount until such time as the Subrecipient has completed the work, submitted final reporting, and submitted a written certification to ADCNR that the scope of work was completed in accordance with the terms and conditions of this agreement, that no additional amounts are owed, and that no additional reimbursement requests will be submitted.

12. FINAL PAYMENT: Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

    When Subrecipient has performed all the Work, sub-recipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

    Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR 's claims against the sub-recipient or its sureties under this Agreement.

13. SUBMISSION OF REPORTS/INFORMATION: Subrecipient understands and acknowledges that ADCNR must meet several requirements set forth in the Federal Award and RESTORE Council specific Special Award Conditions related to reporting. Furthermore, Subrecipient acknowledges that ADCNR is specifically relying upon Subrecipient to be familiar with these requirements and any subsequent updates or revisions to these requirements. Subrecipient shall provide accurate and timely information to ADCNR, as necessary, for ADCNR to remain in compliance with all said requirements of the Federal Award and applicable laws and regulations. Accordingly, Subrecipient agrees to provide the following information, and any additional information as may be deemed necessary by ADCNR:

a. Reporting:

(1) The Subrecipient shall provide required progress reports as determined by ADCNR. The form and format shall be prescribed by ADCNR.

(2) The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.

b. Submission: All project communication and documents, including monthly reports and payment requests, should be sent to the ADCNR project manager. If files are too large to send via email, a link to documents for download may be provided. If the sub recipient is unable to send documents via an online link, the ADCNR project manager will work with the sub recipient to determine another suitable method for transfer of documents.

c. Format: Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.

14. RECORDS RETENTION/ACCESS/AUDITS: Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:

a. Record Retention: Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.333334, as well as all other applicable federal, state and local requirements, the Federal Award and RESTORE Council specific Special Award Conditions. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.

b. Access: The Gulf Coast Ecosystem Restoration Council, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.

c. Audit Requirements: Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance.

d. Survival: The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.

15. POLITICAL ACTIVITY: Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds. Subrecipient further agrees that it is responsible for ensuring such compliance of lower tier subrecipients and contractors, as applicable.

16. LOBBYING ACTIVITY:

a. Compliance: Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors.

b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

c. Lower Tier Certification: Subrecipient further agrees to include the certification required pursuant to Paragraph 16(b) in all applicable lower tier agreements.

d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

17. FRAUD/WASTE/ABUSE: Subrecipient shall immediately report to ADCNR as well as the Gulf Coast Ecosystem Restoration Council Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.

18. CONFLICTS OF INTEREST: Subrecipient by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

19. ENVIRONMENTAL COMPLIANCE: Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and RESTORE Council specific Special Award Conditions. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the RESTORE Council specific Special Award Conditions in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall immediately notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.

a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C.§1801)
m. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186

p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C.§§ 1431—1445)
r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
s. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24,1977, as amended by EO 12608
v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
w. Coral Reef Protection, EO 13089Invasive Species, EO 13112
x. Invasive Species, EP 13112
y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

20. FEDERAL PROVISIONS: This Agreement relies on Federal funds; therefore, the following terms and conditions apply, in addition to others provided in this Agreement.

a. Equal Employment Opportunity: Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

b. Davis-Bacon Act: The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by RESTORE under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of $2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.

c. Copeland "Anti-kickback" Act: The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of $100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are 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.

d. Contract Work Hours and Safety Standard Act Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contracts and subcontractors in excess of $2,000.00, and in excess of $2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

e. Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and 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 the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 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.

f. Compliance with Office of Management and Budget Circulars. As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.

21. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and RESTORE Council specific Special Award Conditions. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.

a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.

b. Seat Belts: Pursuant to EO 130443, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.

c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.

d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.

e. Minority Serving Institutions: Subrecipient acknowledges the RESTORE's goal of meaningful participation of minority serving institutions ("MSIs") in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.

f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).

g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement.

h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally-controlled facility or routine access to a federally-controlled information system.

i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.

j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. §7104(g)), to extent applicable, is hereby incorporated into this Agreement.

k. Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.

l. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF- 424D, or equivalent, as applicable), and any required RESTORE-specific certifications and/or other certifications as required by 2 C.F.R. Part 200.

m. Construction Activities: Subrecipient acknowledges and agrees that its performance under this Agreement does require or involve construction related activities.

n. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the Subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement.

22. PROCUREMENT: Subrecipient shall conduct all procurement actions consistent with the Federal Award, RESTORE Council specific Special Award Conditions, and all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200. Furthermore, Subrecipient specifically agrees to ensure that applicable clauses set forth pursuant to 2 C.F.R. Part 200 will be included in all purchase orders, contracts, and agreements.

23. DEBARMENT AND SUSPENSION:

a. Compliance: Subrecipient shall comply with provisions of 2 C.F.R. Part 180 "OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipient may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.

b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.

c. Lower Tier Covered Transactions: The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19, Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the Gulf Coast Ecosystem Restoration Council.

d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

24. LOWER TIER SUBAWARDS/CONTRACTS: Subrecipient shall not enter into a lower tier subaward or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the applicable RESTORE Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-2627, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees that it is responsible for ensuring compliance under all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R 200, the Federal Award, and RESTORE Council specific Special Award Conditions.

25. MINORITY/WOMEN BUSINESSES: As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.

26. LOWER TIER SUBAWARD/CONTRACT NOTICE: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 24, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

"Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a RESTORE *official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)."*

27. LOWER TIER AGREEMENT PROVISIONS: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 24, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," the Federal Award, the RESTORE Council specific Special Award Conditions, and all other federal, state, or local laws.

28. DRUG FREE WORKPLACE: Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S § 8102), and RESTORE implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

29. PROPERTY RIGHTS AND STANDARDS: The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.

30. PRESS/EVENTS: Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.

31. PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT: Subrecipient agrees to the following:

    a. Subrecipient shall submit copies of all publication materials including, but not limited to, print, recorded, or Internet materials to ADCNR.

    b. When releasing information related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the "The Gulf Coast Ecosystem Restoration Council in cooperation with the State of Alabama Department of Conservation and Natural Resources."

    c. Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the RESTORE Council specific Special Award Conditions and ADCNR.

    d. Unless otherwise approved by ADCNR in writing, every publication of material based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer:
    "This project was paid for [in part] with federal funding from the Gulf Coast Ecosystem Restoration Council under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Gulf Coast Ecosystem Restoration Council or ADCNR."

32. INDEMNIFICATION:

a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as "the Indemnitor") agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as "the Indemnitees"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of the Indemnitees, the Subrecipient, and the Subrecipient's agents, servants, employees, and subcontractors. Indemnitor's obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.

b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph 32 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.

33. TERMINATION OF AGREEMENT: This Agreement may be terminated as follows:

a. If, in the determination of ADCNR, Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of termination. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall become the property of ADCNR.

b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall become the property of ADCNR.

c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

34. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter

Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile-Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
Jennifer.greene@cityofmobile.org

35. NONDISCRIMINATION: Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all RESTORE regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1900; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).

36. PROTECTIONS FOR WHISTLEBLOWERS: In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

a. A Member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A RESTORE employee responsible for contract or grant oversight or management;
e. An authorized official of the Department of Justice or other law enforcement agency;
f. A court or grand jury; and/or
g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

37. ASSIGNABILITY: Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.

38. AMENDMENT: Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.

39. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

40. ENFORCEMENT OF RIGHTS AND OBLIGATIONS: Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

41. NO AGENCY RELATIONSHIP: By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.

42. ALTERNATIVE DISPUTE RESOLUTION: In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

43. NOT A DEBT OF THE STATE: It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.

44. NOT ENTITLED TO MERIT SYSTEM: The subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.

45. BOYCOTT: In compliance with Act 2016-312, Permittee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

    In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

46. PRORATION: In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

47. CLAIMS FOR LIENS: Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.

48. TAX RESPONSIBILITY: Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all RESTORE requirements associated therewith.

49. VENUE: Subgrantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.

50. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

51. IMMIGRATION COMPLIANCE: By signing this Agreement, Subrecipient affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

52. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

53. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:

1. This Subaward Agreement;
2. Federal Award, including any RESTORE Council Special Award Conditions incorporated within the Federal Award

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES

Christopher M. Blankenship, Commissioner

3-24-25
Date

CITY OF MOBILE, A Municipal Corporation

By: W Stimpson III

Its: Mayor

3/10/25
Date:

ATTEST:

Lisa D Lambert
City Clerk

2-10-2025
Date:

SEAL OF THE CITY OF MOBILE ALABAMA — FROM ENCHANTING TRADITION ENDURING PROGRESS — MOBILE ALABAMA — FOUNDED 1702

APPROVED LEGAL

Reviewed By Accounting

DCNR Accounting Director

ATTACHMENT B - FEDERAL AWARD IDENTIFICATION - REV. JANUARY 2024

The entity identified in this agreement for project: One Mobile: Reconnecting People, Work and Play through Complete Streets is a SUBRECIPIENT of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification under 2 CFR 200.332.		
(i)	Subrecipient's name (must match name associated with its UEID);	CITY OF MOBILE
(ii)	Subrecipient's unique entity identifier;	UEID # **QV8KPHH9J8A3**
(iii)	Federal Award Identification Number (FAIN);	GNSSP25AL0063
(iv)	Federal Award Date (date of award to the recipient by the Federal agency);	01-23-2025
(v)	Subaward Period of Performance Start and End Date;	From 01/23/2025 through 10/31/2027
(vi)	Subaward Budget Period Start and End Date;	From 01/23/2025 through 10/31/2027
(vii)	Amount of Federal Funds Obligated in the subaward;	$2,287,500.00
(viii)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation;	$2,096,981.00
(ix)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	$2,096,981.00
(x)	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	"One Mobile: Reconnecting People, Work and Play through Complete Streets". The purpose of this project is the construction of utility infrastructure improvements along with roadway and pedestrian improvements such as sidewalks, bike lanes, strategically placed on-street parking, stormwater drainage, utility relocations, and pedestrian improvements to Dr. Martin Luther King, Jr. Avenue beginning at Beauregard Street and ending at Butchers Lane in downtown Mobile, Alabama.
(xi)	Name of Federal awarding agency Name of pass-through entity, and contact information for awarding official of the pass-through entity;	U.S. Department of Treasury Alabama Department of Conservation and Natural Resources: ADCNR CONTACT: Commissioner Chris M. Blankenship 64 N. Union Street, Room 458, Montgomery, Alabama 36130 Phone: 251.621.1216
(xii)	Assistance Listings Title and Number (CFDA Number and Name); the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number (CFDA number) at time of disbursement;	Assistance Listings Title and Number: CFDA # 87.052 "Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program" - total Federal Award issued to ADCNR, which is registered in SAM with the UEI: WLNMNKHKF5T1, is $2,287,500.00.
(xiii)	Identification of whether the Federal award is for research and development; and	This is not a R&D award.
(xiv)	Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with §200.414	ADCNR charges all costs directly, therefore the indirect cost rate is 27.19% for the Federal award.

APPENDIX II TO 2 CFR PART 200:

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

APPENDIX II TO 2 CFR 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 effected 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 USC 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 USC. 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 USC. 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 USC 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 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 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 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 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 USC 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 USC 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.

(K) See §200.216.

(L) See §200.322.

LABOR STANDARDS SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT

LABOR STANDARDS SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT

The project or program to which the construction work covered by this Contract pertains is funded in whole or in part by the United States of America. The following Federal Labor Standards provisions are included in this contract, as required by provisions applicable to such Federal assistance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation. The terms of these Labor Standards Supplementary Conditions takes precedence over all provisions that may be inconsistent with said Labor Standards Supplementary Conditions. The following sections are included in these Labor Standards Supplementary Conditions:

SECTION A: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction *(29 CFR §5.5(a))*

SECTION B: Contract Work Hours and Safety Standards Act *(29 CFR §5.5(b))*

SECTION C: 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 *(Anti-Kickback Regulations, Copeland Act)*

LISTING OF APPENDICES:

Appendix A – Davis-Bacon Poster (WH-1321)

Appendix B – U.S. Department of Labor Wage and Hour Division Payroll Reporting Form (WH-347)

Appendix C – Instructions for U.S. Department of Labor Wage and Hour Division Payroll Form (WH-347)

Appendix D – Request for Authorization of Additional Classification and Rate (SF-1444)

Appendix E – Labor Standards Interview Form (SF-1445)

Appendix F – Wage Determination

SECTION A: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction

29 CFR §5.5(a)-Applies to any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds ... and which is subject to the labor standards provisions of any of the acts listed in 29 CFR §5.1.

(1) ***Minimum wages.***

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.[1] The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is utilized in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

[1] Additional Wage Classifications can be requested by completing a REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE (SF-1444). A sample of SF-1444 is included as Appendix D. It can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) ***Withholding.*** ADCNR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the

contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the United States Department of the Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to ADCNR. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number).

The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification* or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the United States Department of the Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to

the applicant, sponsor, or owner, as the case may be, for transmission to ADCNR, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of 29 CFR § 5.5 for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(*1*) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(*2*) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this 29 CFR § 5.5 .

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of 29 CFR § 5.5 available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees—*

(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of

fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity*. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) ***Compliance with Copeland Act Requirements.*** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract[2].

(6) ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) ***Contract termination and debarment.*** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) ***Compliance with Davis-Bacon and Related Act Requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of eligibility.***

[2] The requirements of 29 CFR Part 3 can also be found in Section C of these Supplementary Conditions.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

SECTION B: Contract Work Hours and Safety Standards Act

29 CFR §5.5(b) – Applies to certain federally assisted construction contracts over $100,000 subject to Davis-Bacon and Related Acts wage standards where the Federal Government is not a direct party.

(1) ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph 1 of 29 C.F.R.§ 5.5(b),the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of 29 C.F.R.§ 5.5(b), in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of 29 C.F.R.§ 5.5(b).

(3) ***Withholding for unpaid wages and liquidated damages.*** The Department of Treasury or ADCNR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of 29 C.F.R.§ 5.5(b),

(4) ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of 29 C.F.R.§ 5.5(b) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of 29 C.F.R.§ 5.5(b).

SECTION C: 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Work Financed in Whole or in Part by Loans or Grants from the United States *(Anti-Kickback Regulations, Copeland Act)*

§3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction, prosecution, completion,* or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles,

supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages,* regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

§3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at *http://www.dol.gov/whd/forms/index.htm* or its successor site.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

§3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of

providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by

law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

§3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

§3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

§3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

LISTING OF APPENDICES

LISTING OF APPENDICES

Appendix A - Davis-Bacon Poster (WH-1321)

The Davis-Bacon poster (WH-1321) **SHALL** be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where is can be easily seen by the workers *(29 CFR §5.5(a)(1)(i))*. The Davis-Bacon Poster (WH-1321) is included as Appendix A. It can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/governmentcontracts/construction/posters* or its successor site.

Appendix B - U.S. Department of Labor Wage and Hour Division Payroll Reporting Form (WH-347)

A sample of Optional Form WH-347 is included as Appendix B. The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

Appendix C - Instructions for U.S. Department of Labor Wage and Hour Division Payroll Form (WH-347)

Instructions for completion of Optional Form WH-347 are included as Appendix C. Instructions can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

Appendix D - Request for Authorization of Additional Classification and Rate (SF-1444)

Additional Wage Classifications can be requested by completing a Request for Authorization of Additional Classification and Rate (Standard Form 1444). SF-1444 is included as Appendix D. It can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

Appendix E - Labor Standards Interview (SF-1445)

A sample of the Labor Standards Interview Form (SF-1445) is included as Appendix E. ADCNR will use this form to interview on-site employees at period site visits. This form can be accessed at *https://www.gsa.gov/cdnstatic/SF%201445.pdf?forceDownload= 1* or its successor site.

Appendix F - Wage Determination

APPENDIX A

DAVIS BACON POSTER (WH-1321)

WORKER RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where employees can readily see it.

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

WH1321 REV 10/17

APPENDIX B

U.S. DEPARTMENT OF LABOR WAGE AND HOUR DIVISION PAYROLL FORM (WH-347)

U.S. Department of Labor
Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WAGE AND HOUR DIVISION
Revised December 2008

OMB No. 1235-0008
Expires 09/30/2026

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

APPENDIX C

INSTRUCTIONS FOR COMPLETING PAYROLL FORM (WH-347)

Appendix C – Instructions for Completing Payroll Form, WH-347

General: Form WH-347has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "$12.25/.40" would reflect a $12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a Federally assisted construction project during a week in which $420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions: Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.,Washington, D.C. 20210.

APPENDIX D

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE (SF-1444)

Request For Authorization Of Additional Classification And Rate	Check Appropriate Box ☐ Service Contract ☐ Construction Contract	**OMB Control Number: 9000-0066** **Expiration Date: 5/31/2025**

Instructions: The Contractor shall complete items 3 through 16, keep a pending copy, and submit the request, in quadruplicate, to the Contracting Officer.

1. **To:** Administrator, Wage And Hour Division U.S. Department Of Labor Washington, DC 20210	2. **From:** (Reporting Office)
3. Contractor	4. Date Of Request

5. Contract Number	6. Date Bid Opened (Sealed Bidding)	7. Date Of Award	8. Date Contract Work Started	9. Date Option Exercised (If Applicable) (Service Contract Only)

10. Subcontractor (If Any)

11. Project And Description Of Work (Attach Additional Sheet If Needed)

12. Location (City, County, And State)

13. In Order To Complete The Work Provided For Under The Above Contract, It Is Necessary To Establish The Following Rate(s) For The Indicated Classification(s) Not Included In The Department Of Labor Determination

Number: Dated:

a. List In Order: Proposed Classification Title(s); Job Description(s); Duties; And Rationale For Proposed Classifications (Service contracts only)	b. Wage Rate(s)	c. Fringe Benefits Payments
(Use reverse or attach additional sheets, if necessary)		

14. Signature And Title Of Subcontractor Representative (If Any)	15. Signature And Title Of Prime Contractor Representative

16. Signature Of Employee Or Representative	Title	Check Appropriate Box - Referencing Block 13. ☐ Agree ☐ Disagree

To Be Completed By Contracting Officer (Check As Appropriate - See FAR 22.1019 (Service Contract Labor Standards) Or FAR 22.406-3 (Construction Wage Rate Requirements))

☐ The Interested Parties Agree And The Contracting Officer Recommends Approval By The Wage And Hour Division. Available Information And Recommendations Are Attached.

☐ The Interested Parties Cannot Agree On The Proposed Classification And Wage Rate. A Determination Of The Question By The Wage And Hour Division Is Therefore Requested. Available Information And Recommendations Are Attached.

(Send 3 copies to the Department of Labor)

Signature Of Contracting Officer Or Representative	Title And Commercial Telephone Number	Date Submitted

Paperwork Reduction Act Statement

This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

APPENDIX E

LABOR STANDARDS INTERVIEW FORM (SF-1445)

LABOR STANDARDS INTERVIEW

CONTRACT NUMBER	EMPLOYEE INFORMATION			
	LAST NAME	FIRST NAME	MI	
NAME OF PRIME CONTRACTOR				
	STREET ADDRESS			
NAME OF EMPLOYER				
	CITY	STATE	ZIP CODE	
SUPERVISOR'S NAME				
LAST NAME / FIRST NAME / MI	WORK CLASSIFICATION	WAGE RATE		

ACTION	CHECK BELOW YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		

WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?

	TOOLS YOU USE	
HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?		
DATE OF LAST WORK DAY BEFORE INTERVIEW *(YYMMDD)*		
DATE YOU BEGAN WORK ON THIS PROJECT *(YYMMDD)*		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE	DATE *(YYMMDD)*

INTERVIEWER	SIGNATURE	TYPED OR PRINTED NAME	DATE *(YYMMDD)*

INTERVIEWER'S COMMENTS

WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION *(If explanation is needed, use comments section)*	YES	NO
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		
	ARE WAGE RATES AND POSTERS DISPLAYED?		

FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?

☐ YES ☐ NO

COMMENTS

CHECKER

LAST NAME	FIRST NAME	MI	JOB TITLE

SIGNATURE	DATE *(YYMMDD)*

APPENDIX F

WAGE DETERMINATION

"General Decision Number: AL20250164 01/03/2025

Superseded General Decision Number: AL20240164

State: Alabama

Construction Type: Highway

County: Mobile County in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

-----(THE FOLLOWING NOTE DOES NOT APPLY TO THIS CONTRACT)-----

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number 0 — Publication Date 01/03/2025

ELEC0505-001 09/01/2023

	Rates	Fringes
ELECTRICIAN	$ 30.90	3%+9.41

SUAL2019-043 11/13/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 16.20 **	0.00
FORM WORKER	$ 10.00 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 19.82	0.00
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)	$ 14.55 **	0.00

IRONWORKER, REINFORCING	$ 17.70	**	0.00
IRONWORKER, STRUCTURAL	$ 22.40		0.00
LABORER GRADE CHECKER	$ 14.08	**	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 14.22	**	0.00
LABORER: Common or General	$ 12.41	**	0.00
LABORER: Mason Tender - Cement/Concrete	$ 13.20	**	0.00
LABORER: Pipelayer	$ 15.98	**	0.00
LABORER: Erosion Control	$ 10.17	**	0.00
OPERATOR: Asphalt Spreader	$ 16.31	**	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 19.10		0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.88	**	0.00
OPERATOR: Broom/Sweeper	$ 13.38	**	0.00
OPERATOR: Bulldozer	$ 18.82		0.00
OPERATOR: Crane	$ 25.82		0.00
OPERATOR: Drill	$ 26.73		11.25
OPERATOR: Grader/Blade	$ 17.98		0.00
OPERATOR: Loader	$ 17.45	**	0.00
OPERATOR: Material Transfer Vehicle	$ 16.60	**	0.00
OPERATOR: Mechanic	$ 19.16		0.00
OPERATOR: Milling Machine	$ 15.79	**	0.00
OPERATOR: Oiler	$ 16.83	**	0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 15.54 ** 0.00

OPERATOR: Roller.....$ 15.87 ** 0.00

OPERATOR: Scraper.....$ 13.30 ** 0.00

PAINTER (Brush and Roller).....$ 15.97 ** 1.27

TRAFFIC CONTROL: Flagger.....$ 14.00 ** 0.00

TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....$ 14.58 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 16.04 ** 0.00

TRUCK DRIVER: Flatbed Truck.....$ 15.00 ** 0.00

TRUCK DRIVER: Lowboy Truck.....$ 16.79 ** 0.00

TRUCK DRIVER: Pickup Truck.....$ 15.05 ** 0.00

TRUCK DRIVER: Semi-Trailer Truck.....$ 15.56 ** 0.00

TRUCK DRIVER: Water Truck.....$ 13.50 ** 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which

the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

PROCUREMENT OF RECOVERED MATERIALS

PROCUREMENT OF RECOVERED MATERIALS

The prime contractor must comply with federal regulations regarding procurement of recovered materials found at 2 CFR §200.323.

2 CFR §200.323 requires the Project Owner and its contractors to 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.

The following summary of products designated by 40 CFR Part 247 has been provided to assist in contractor compliance; however, compliance is the contractor's sole responsibility. Note that this listing is not all inclusive and one or more products may or may not be applicable to this scope of work for this construction contract. Contractors should refer to 40 CFR Part 247 for additional information.

40 CFR §247.12 designates the following Construction Products:

(a) Building insulation products, including the following items:

(1) Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock wool), vermiculite, and perlite;

(2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool);

(3) Board (sheathing, roof decking, wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products, perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and

(4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate, and spray-on cellulose.

(b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing, shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayments, and roof overlay (coverboard).

(c) Cement and concrete, including concrete products such as pipe and block containing:

(1) Coal fly ash;

(2) Ground granulated blast furnace slag (GGBF);

(3) Cenospheres; or

(4) Silica fume from silicon and ferrosilicon metal production.

(d) Carpet made from polyester fiber made from recovered materials for use in moderate-wear applications such as single-family housing and similar wear applications.

(e) Floor tiles and patio blocks containing recovered rubber or plastic.

(f) Shower and restroom dividers/partitions containing recovered plastic or steel.

(g) (1) Consolidated latex paint used for covering graffiti; and

(2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood, and metal surfaces.

(h) Carpet cushion made from bonded polyurethane, jute, synthetic fibers, or rubber containing recovered materials.

(i) Flowable fill containing coal fly ash and/or ferrous foundry sands.

(j) Railroad grade crossing surfaces made from cement and concrete containing fly ash, recovered rubber, recovered steel, recovered wood, or recovered plastic.

(k) Modular threshold ramps containing recovered steel, rubber, or aluminum.

(l) Nonpressure pipe containing recovered steel, plastic, or cement.

(m) Roofing materials containing recovered steel, aluminum, fiber, rubber, plastic or plastic composites, or cement.

40 CFR §247.13 designates the following Transportation Products:

(a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.

(b) Parking stops made from concrete or containing recovered plastic or rubber.

(c) Channelizers containing recovered plastic or rubber.

(d) Delineators containing recovered plastic, rubber, or steel.

(e) Flexible delineators containing recovered plastic.

40 CFR §247.14 designates the following Park and Recreation Products:

(a) Playground surfaces and running tracks containing recovered rubber or plastic.

(b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

(c) Park benches and picnic tables containing recovered steel, aluminum, plastic, or concrete.

(d) Playground equipment containing recovered plastic, steel, or aluminum.

40 CFR §247.15 designates the following Landscaping Products:

(a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.

(b) Compost made from recovered organic materials.

(c) Garden and soaker hoses containing recovered plastic or rubber.

(d) Lawn and garden edging containing recovered plastic or rubber.

(e) Plastic lumber landscaping timbers and posts containing recovered materials.

(f) Fertilizer made from recovered organic materials.

PROHIBTION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT

The prime contractor must comply with federal regulations regarding prohibition on certain telecommunications and video surveillance services or equipment found at 2 CFR §200.216, which states:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

DOMESTIC PREFERENCES FOR PROCUREMENTS

DOMESTIC PREFERENCES FOR PROCUREMENTS

The prime contractor must, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including, but not limited to, iron, aluminum, steel, cement and other manufactured products).

Additional information about federal regulations regarding domestic preferences for procurements can be found at 2 CFR §200.322, which states:

> (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
>
> (b) For purposes of this section:
>
> > (1) ''Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
> >
> > (2) ''Manufactured products'' means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The requirements of this section must be included in all contracts and subcontracts for work or products under this award pursuant to 2 CFR § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Workers (January 25, 2021).

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Documentation of compliance with the following requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence. (MBE/WBE requirements are outlined below and can be found at 2. C. F. R. §200.321.) Failure on the part of the contractor to submit proper documentation may cause the Owner not to execute or to terminate the contract.

(a) The prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The prime contractor should note that this requirement mandates two responsibilities. Separate solicitations must be made of minority **and** women's business enterprises.

SUBMITTAL OF MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) DOCUMENTATION

Before the Notice of Award can be issued, the lowest responsive and responsible bidder will be required to submit either:

- A written certification that no subcontracts will be issued.

  - OR -

- The Subcontractor Listing Form detailing all subcontractors that will perform work on the project, including name, contact person, address, phone, and status (MBE, WBE or Non).

If subcontractors will be utilized, the lowest responsive and responsible bidder will be required to submit the following for subcontracts proposed to be awarded to MBE/WBE enterprises:

- A certification from each MBE and/or WBE firm declaring its status as a MBE or WBE firm. This can be an SBA [OR OTHER STATE AGENCY] certification. A self-certification is acceptable, if the certification specifies the basis for MBE/WBE designation (e.g., the business is 51% owned and daily operation is controlled by one or more women or minority owners).

If subcontractors will be utilized, the lowest responsive and responsible bidder will be required to submit the following for subcontracts proposed to be awarded to Non-MBE/WBE:

- For all subcontracts for which there are capable certified MBE/WBE firms existing to potentially perform the work, letters transmitted to MBE and WBE firms requesting quotes or proposals for specific subcontracting opportunities, for construction, equipment, materials, or supply needs and encouraging inquiries for further details. Solicitations should have been sent in a timely manner, including allowed response time. (See "Sample Letter from Contractor to MBE/WBE Firms" below.)

- A listing of certified MBE and WBE firms from whom quotes or proposals were received, if any, who were not awarded subcontracts, for construction, equipment, materials or supplies.

- Evidence that each Non-MBE/WBE subcontractor or supplier selected for the scope of work or material purchase, was lower in price than each MBE/WBE proposal (or that there is some other acceptable reason to select the Non-MBE/WBE) and that the scope of work, or material purchase, was the same for both the MBE/WBE and Non-MBE/WBE.

The following are points of contact to send the advertisements, RFQ package and/or construction bid package for MBE/WBE outreach. Contact can be by sending hard copy documents, but make sure to require a signature and maintain documentation of receipt. Contact can also be made by email, but make sure to obtain an email response confirming receipt of the message.

1. Alabama Department of Economic and Community Affairs (ADECA)
Attn: Mr. Scott Stewart
Office of Minority Business Enterprise
P.O. Box 5690
Montgomery, AL 36103-5690
Scott.Stewart@adeca.alabama.gov

2. Alabama Small Business Development Center Network
Attn: Mr. Brian Davis
The University of Alabama
P.O. Box 870386
Tuscaloosa, AL 35487=0396
(205)348-7621

3. Alabama Small Business Development Center
Attn: Louise Grover

1500 1st Avenue North, Unit 62
Birmingham, AL 35203

Should the Prime Contractor intend to later issue a subcontract, the above affirmative steps must be followed and documentation of such submitted to the Owner for review as described under this section.

SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS

SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS

(CONTRACTOR'S LETTERHEAD)

[DATE]

[MBE/WBE COMPANY NAME]
[ADDRESS]
[CITY, STATE ZIP]

RE: [NAME OF PROJECT]

Dear [MBE/WBE FIRM]:

This company intends to submit a bid on the above referenced project.

We are soliciting a proposal from you for any item or items on this project for which you are qualified to subcontract. You may submit proposals to subcontract items of construction or for project materials and supplies if you are a distributor of materials or equipment.

A [BID SCHEDULE OR DESCRIPTION OF THE SPECIFIC ITEM TO BID] is attached for your review. You are encouraged to submit proposals on any item(s) for which you are qualified to subcontract. Proposals must be submitted by [SUBMITTAL DEADLINE] to be considered.

For further details, you are encouraged to contact [NAME OF OWNER REPRESENTATIVE] by email at [EMAIL ADDRESS] or by telephone at [TELEPHONE NUMBER] during normal business hours.

Sincerely,

[NAME OF REPRESENTATIVE]
[NAME OF COMPANY]

Enclosure: [BID SCHEDULE OR DESCRIPTION OF THE SPECIFIC ITEM TO BID]

41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE

(for Federally Assisted Construction Contracts)

41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE

(for Federally Assisted Construction Contracts)

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, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided 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 qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIMRATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

(Executive Order 11246)

41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIMRATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time-tables	**Covered Area** (Geographical area where the contract is to be performed)	**Goals for minority participation for each trade**	**Goals for female participation in each trade**
Until Further Notice	Baldwin County, AL	25.9 %	6.9% for all Covered Areas
	Mobile County, AL	25.9 %	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the Alabama County within the Gulf Coast Region where the contract will be performed.

41 CFR §60-4.3(a) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

(Executive Order 11246)

41 CFR §60-4.3(a) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and

training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

SUBCONTRACTOR LISTING FORM

(v.09.30.2023)

SUBCONTRACTOR LISTING FORM *(v.09.30.2023)*

The prime contractor must submit this form to the Owner prior to contract execution and must update it for each subcontractor performing any work resulting from this contract. If additional lines are needed, this form may be duplicated.

Subcontractor Name and Contact Person	Subcontractor Address and Phone Number	Subcontractor Active UEI	MBE (Y/N)	WBE (Y/N)	On Site during this period (Y/N)
Smith Industrial Services Paul David	2001 W I-65 Service Rd N. Mobile, AL 36618 251-243-1964	HN2UEA7ABPN3	N	N	
Bennett Construction, LTD William McGlashen	2445 Claiborne Dr. W Semmes, AL 36575 251-423-7764	HBKHTEVEW943	Y	N	
Coastal Environmental and Erosion Control, LLC Allison Woodson	30941 Mill Ln, Suite 6 #296 Spanish Fort, AL 36527 251-510-1469	E5U4YXNDJ9K24	N	Y	
Bagby & Russell Electric Co. Mat. Matthews	P.O. Box 699, Theodore, AL 36590 251-443-5902	KF2SN7VGCZM6	N	N	
Inline, LLC Lee Reach	5535 Business Parkway Theodore, AL 36582 251-510-4413	KKMSBN5EN548	N	N	
C&H Construction Services, LLC Brandon Donoghue	P.O. Box 2252 Daphne, AL 36526 251-721-1754	HNRYNF26803	N	N	
Renfroe, Hibbetts, & Co. Inc. Taylor Renfroe	11045 Old Hwy 31 Spanish Fort, AL 36527 251-680-5881	C8HGH9PQU723	N	N	
Innovative Contracting Services, Inc. Anthony Johnson	852 Springhill Ave. Mobile, AL 36602 214-490-4027	F2LZZN54KTH3	Y	N	

COMPLETED BY: Drew Windham DATE: 7/30/2025

DISCLOSURE OF LOBBYING ACTIVITIES

(SF-LLL)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee Tier if known: _____

*Name
*Street 1 Street 2
*City State Zip
Congressional District, if known:

6. * Federal Department/Agency:

7. * Federal Program Name/Description:

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name
* Last Name Suffix
* Street 1 Street 2
* City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name
* Last Name Suffix
* Street 1 Street 2
* City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:**

***Name:** Prefix * First Name Middle Name
* Last Name Suffix

Title: **Telephone No.:** **Date:**

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

ATTACHMENT “L”

UEI AND SAM.GOV VERIFICATION FORM AND FFATA DISCLOSURE STATEMENT

CITY OF MOBILE

UNIQUE ENTITY IDENTIFIER (UEI) DOCUMENTATION AND SAM.GOV VERIFICATION FORM

Information about Your UEI Number and Instructions to Obtain Your UEI Number

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a UEI number. Please refer to Title 2 of the Code of Federal regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses UEI numbers to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems. The System for Award Management (SAM) verifies businesses through the U.S. Department of Treasury and the U.S. Department of Homeland Security to prevent fraud.

All prime contractors and their subcontractors must have a UEI number and have proof of registration on SAM.gov. Confirmation of application for SAM.gov registration will be accepted for a responsive bid. For assistance, please contact the Office of Grants Management at (251) 208-6853.

PRIME CONTRACTOR ENTITY NAME: McElhenney Construction Company, LLC

UEI NUMBER: KY4UU6UM9928 **SAM ACTIVE DATE:** 4/2/25 **SAM EXP. DATE:** 3/31/26 **REGISTERED ON SAM.GOV:** (YES) NO PENDING

Please ensure all subcontractors listed on the Supplier Diversity forms are included below. Provide a second page for additional subcontractors.

SUBCONTRACTOR ENTITY NAME	UEI NUMBER	REGISTERED ON SAM.GOV	SAM ACTIVE DATE	SAM EXP. DATE
Smith Industrial Services	HN2UEA7ABPN3	(YES) NO PENDING*	6/21/2021	11/26/25
Bennett Construction, LTD	HBKHTEVEW943	(YES) NO PENDING*	7/14/2025	7/10/26
Coastal Environmental & Erosion Control	E54YXNDJ9KZ4	(YES) NO PENDING*	7/09/24	7/12/25
Bagley & Russell Electric Company, Inc	KF2SN7V6CZM6	(YES) NO PENDING*	7/29/2025	7/25/26
Inline, LLC	KKM5BN5EN548	(YES) NO PENDING*	11/10/25	11/9/26
C & H Construction Services, LLC	HNRYNF2667D3	(YES) NO PENDING*	8/20/24	8/16/25
Renfroe, Hallock, & Co.	C8HGH9PQU723	(YES) NO PENDING*	2/27/25	2/25/26
Innovative Contracting Services, LLC	F2LZZN54KTH3	(YES) NO PENDING*	10/24/23	9/27/25
		YES NO PENDING*		
		YES NO PENDING*		

** Copy of each company's SAM.gov registration or confirmation of application email must be attached to this form. Failure to provide this will result in an unresponsive bid.*

Instructions

1. To obtain or renew a UEI Number, go to https://sam.gov and follow the link on the home page. If you visit a site that attempts to charge you for obtaining a UEI Number, you are at the wrong site because registering for a UEI Number is completely free and is usually created within one (1) business day.
2. To register your entity on SAM.gov, log into your account and go to your workspace. Click "Get Started" and follow the steps to registration. Click here for a federal guide to registration.

FOR OFFICE OF GRANTS MANAGEMENT USE ONLY - UEI NUMBERS VERIFIED: YES☐ NO ☐

Date: _____ Performed by: _____ Title: _____ Dept: _____

Contract/Grant Number: _____ Federal Award Number: _____ 453

Updated Nov. 2024

MOBILE
ALABAMA

CITY OF MOBILE
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT ("FFATA")
DISCLOSURE STATEMENT

Effective Date of Agreement 7-30-25
Award Description/Title MLK Blvd.
Entity Completing Form McElhenney Construction Co. LLC
Entity UEI Number KY4UU6U4M9928/945K7
Address PO Box 1409
City, State, Zip+4 Theodore AL 36590

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the UEI Number belongs receive (1) 80 percent or more of your annual gross revenues is U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES ☐ NO ☒ **If yes, answer next question.**

If no, stop here and sign form and return to the City of Mobile Office of Grants Management

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this UEI Number belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)), or Section 6104 of the Internal Revenue Code of 1986?

YES ☐ NO ☐ **If no, answer next question.**

If yes, stop here and sign form and return to the City of Mobile Office of Grants Management

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this UEI Number belongs):

Name	Position Title	Total Compensation Amount for the Entity's Last Complete Fiscal Year

[signature] President 7-30-25
Signature Title Date

Josh McElhenney
Typed Name of Signature

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
Of a Previously Approved Planned Unit Development
For Property located at 600, 700, and 800 West I-65 Service Road, South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 30, 2025,** a public hearing will be held on the **4th** day of **November,** 2025, at 10:30 a.m., to consider adoption of an ordinance to modify a previously approved Planned Unit Development for property located at 600, 700, and 800 West I-65 Service Road, South to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on August 15, 2019 allowing shared access and parking between three (3) building sites located at 600, 700 & 800 West I-65 Service Road South and described as follows:

LOTS 1, 2 AND 3, RESUBDIVISION OF LOT 2, SHREE MAHESH SUBDIVISION ACCORDING TO THE PLAT RECORDED IN INSTRUMENT NO. 2019015328 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

WHEREAS, on July 17, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on September 18, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;

3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information;
7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet;
9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification;

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

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

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

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information;
7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet;
9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 4th day of November, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 8th day of October, 2025

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **600, 700 & 800 West I-65 Service Road South.**

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **August 15, 2019.** The owner of said property has applied for a Major Modification of the PUD **allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking,** subject to the following proposed conditions: 1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation; 2. Retention of the 25-foot front yard setback along West I-65 Service Road South; 3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan; 4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC; 5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting; 6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information; 7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards; 8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet; 9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council; 10. Compliance with all Engineering comments noted in the staff report; 11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report; 12. Compliance with all Urban Forestry comments noted in the staff report; 13. Compliance with all Fire Department comments noted in the staff report; 14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 15. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development was approved on August 15, 2019 allowing shared access and parking between three (3) building sites located at **600, 700 & 800 West I-65 Service Road South** and described as follows:

LOTS 1, 2 AND 3, RESUBDIVISION OF LOT 2, SHREE MAHESH SUBDIVISION ACCORDING TO THE PLAT RECORDED IN INSTRUMENT NO. 2019015328 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

WHEREAS, on July 17, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **September 18, 2025**, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
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8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet;

9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;

6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information;
7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet;
9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
600, 700 & 800 West I-65 Service Road South
Council District 5
Joel Daves

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

September 25, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **September 18, 2025**, considered the request of **Ken Patel, A & R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)**, for a Major Modification of a previously approved Planned Unit Development (PUD) allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking, for the property located at **600, 700 & 800 West I-65 Service Road South.**

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

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
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7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;

8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet;
9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

Jay Watkins
DIRECT 251.432.0023
EMAIL jwatkins@maynardnexsen.com

MAYNARDNEXSEN

September 24, 2025

HAND DELIVERED

Logan Anderson
City of Mobile Planning and Zoning Office
3rd Floor, South Tower, Government Plaza
Mobile, AL 36602

Re: A & R Development Group, LLC
Airport Apartments City Council hearing

Dear Logan:

Enclosed is our firm's check in the amount of $721.63 for: Advertising fee – Airport Apartments City Council hearing.

Please give me a call if you have any questions regarding this matter.

Very truly yours,

James F. Watkins

JFW/lbr

Enclosure

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 23, 2025

Ken Patel
A & R Development Group, LLC
1381 W. Fairway Drive
Gulf Shores, Alabama 36542

Re: 600, 700 & 800 West I-65 Service Road South
MOD-003422-2025
Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

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

At its meeting on September 18, 2025, the Planning Commission considered the above referenced application.

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

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

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

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information;
7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet;
9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$721.62.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

MOD-003422-2025 600, 700 & 800 West I-65 Service Road South
September 23, 2025

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

Ken Patel
A & R Development Group, LLC
1381 W. Fairway Drive
Gulf Shores, Alabama 36542

Re: 600, 700 & 800 West I-65 Service Road South
MOD-003422-2025
Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

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

At its meeting on August 21, 2025, the Planning Commission considered the above referenced application.

At the applicant's request the Planning Commission heldover the application to the September 18th meeting to allow the applicant to provide revisions and additional information to the Planning and Zoning Department for review by 12:00 p.m. on August 27th.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

Re: 600, 700 & 800 West I-65 Service Road South
MOD-003422-2025
Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, at 2:00 p.m., to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

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

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

Re: 600, 700 & 800 West I-65 Service Road South
MOD-003422-2025
Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21 , 2025, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, to allow adequate time for the Commission members to review the information.

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

Outlook

Airport Oaks Apartments (MOD-003422-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Fri 7/18/2025 8:49 AM
To James F. Watkins <jwatkins@maynardnexsen.com>
Cc ken@anrgroup.com <ken@anrgroup.com>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

Good morning,

We have completed our review of the above-referenced Major Modification application. Before the application can be considered complete and scheduled for review, the following items must be addressed:

1. **DWG File Submission:** If you have not already done so, please submit the DWG (AutoCAD) file of the Preliminary Plat to our GIS staff. For your convenience, Marine has been copied on this message.

An invoice for the application fees has been issued. **Please note that the application will not be considered complete until the required information has been submitted and all fees have been processed.**

If all outstanding items are resolved **by noon on July 21, 2025**, the application will be placed on the **August 21, 2025, Planning Commission agenda**. If the deadline is not met, the application will be held over until all requirements have been satisfied.

IMPORTANT
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

Outlook

600 - 700 Service Road PUD Modification

From James F. Watkins <jwatkins@MaynardNexsen.com>
Date Tue 8/19/2025 11:03 AM
To Anderson, Logan <dlogananderson@cityofmobile.org>; Guthrie, Stephen <stephen.guthrie@cityofmobile.org>

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.

Logan and Stephen – Good afternoon.

My clients have asked that I request a hold over for the above matter at Thursday's PC meeting. They have reviewed the staff report and feel like they need some additional time to address open issues. Also, they have had discussions with their engineers and will need to re-evaluate the location of the pool. I hope to have the revised site plan, addressing staff issues, early next week.

I will be present at the meeting Thursday and will ask for the holdover and also address any questions that may come up from folks who attend.

Thank you for your work on this.

Jay

James F. Watkins
Shareholder | Banking & Credit
P: 251.432.0023 | C: 251.401.1646
jwatkins@MaynardNexsen.com | vCard

11 North Water Street
RSA Battle House Tower, Suite 24290
Mobile, AL 36602

Confidentiality Notice - The information contained in this e-mail and any attachments to it is intended only for the named recipient and may be legally privileged and include confidential information. If you are not the intended recipient, be aware that any disclosure, distribution or copying of this e-mail or

its attachments is prohibited. If you have received this e-mail in error, please notify the sender immediately of that fact by return e-mail and permanently delete the e-mail and any attachments to it. Thank you.

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

☒ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Ken Patel	James F. Watkins
Firm:	A & R Development Group, LLC	Maynard NexsenPC
Phone:	251-747-1461	251-432-0001
Email:	ken@anrgroup.com	jwatkins@maynardnexsen.com
Address:	1381 W. Fairway Dr., Gulf Shores, AL 36542	11 N. Water Street, Suite 24290, Mobile, AL 36602

	Owner	Design Professional
Name:	Shree Brahma Hospitality, LLC	David English
Firm:		English and Associates Architects, Inc.
Phone:	251-747-1461	404-915-1455
Email:	Ken@anrgroup.com	denglish@englishandassociatesinc.com
Address:	1381 W. Fairway Dr.,, Gulf Shores, AL 36542	3084 Mercer Univ. Drive, Suite 100, Atlanta, GA 30341

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

700 West I-65 Service Road South, Mobile, AL 36608 — Property Address

9.4 acres — Property Area (acres or square feet)

12800041, 1723022, 12800042 — Parcel Number(s) or Key Number(s)

B-3/District Center — Present Zoning or Transect District

B-3/District Center — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

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

Owner Signature — Date: 7/17/2025

Applicant or Agent Signature (if applicable) — Date: 7/17/2025

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

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

Applicant or Agent Signature — Date: 7/17/2025

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the Use Table in Section 64-2-24 of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Daycare, Child (Home Based 7-12 Children)
☐ Community Residences	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank
☐ Bar/Lounge	

Have you provided the required information for the selected uses above? ☐ Yes ■ No

The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

☐ Planning Commission Application
☐ Site Plan
☐ Documentation of compliance with Approval Criteria
☐ Neighborhood Meeting Documentation
☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

Future Land Use Map (FLUM) Designation

2. Is the application compliant with Development Standards of Article 3? ☐ Yes ☐ No
   If no, what are the deficiencies?

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.

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

5. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
   - ☐ Other conditions that are unique to the use of the property:

6. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

7. Describe how the proposal is designed to minimize the impact on storm water facilities.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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

10. For Above-Ground Oil Storage Tanks, please include all information required by Section 64-4-7. For Hazardous Substance Storage Tanks, please include all information required by Section 64-4-8.

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
   How many nonresident employees are proposed for the business?

2. How many guest rooms will be provided?

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

4. What is the maximum stay for guests?

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

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

☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.

☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)

☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.

☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ☐ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

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

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

SUPPLEMENTAL DOCUMENTATION
Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

SITE PLAN AND BUILDING INFORMATION

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

☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.

☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.

☐ The following minimum amount of off-street parking must be provided:

- ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
- ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
- ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.

☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

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

SITE PLAN

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

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile:

Future Land Use Map (FLUM) Designation

Requested Zoning

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

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

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

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

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

2. Describe the surrounding land uses.

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

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

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

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

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

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

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   Future Land Use Map (FLUM) Designation

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

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

4. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:

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

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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

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

SITE PLAN AND BUILDING INFORMATION

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

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

1. Describe how the proposal aligns with the Comprehensive Plan/ Map for Mobile.

The Future LAnd Use Map reflecs the site as a District Center. The Map for Mobile states that District Center "serve several surrounding neighborhoods" and "Incorporate a mix of housing types...ranging from mid-rise multifamily buildings containing apartments and lofts. to townhomes and detached single family homes." The site will consist of the recently constructed hotel on the northern portion of the site and the new development at hand will entail a variety of residential housing types from townhomes to 1, 2, and 3 bedroom apartments. Site is also in a Priority Investment Area under Map for Mobile.

Business Center
Future Land Use Map (FLUM) Designation

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

The Site will consist of the existing hotel, which is compatible with the other hotels along the I-65 corridor. The proposed mixed housing multi-family development is compatible with the surrounding area, including existing multi-family developments to the west across Montlimar Creek, as well as the south along Airport Boulevard. Additionally, per the Map for Mobile, the site is located in a Priority Investment Area and, as such, is "a priority for realizing Economic Development opportunities".

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

With the pproval of a density variance, the overqll site - both hotel and residential will remain a compliant, self-contained development while providing easy access to area amenities such as grocery stores, restaurants, retail and medical care. traffic generated from teh site, as re-developed, is expected to be of a similar nature to what is currently produced by the three hotels which once operated at this site.

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

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
■ Yes ☐ No

6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
  Best Western Puls, to remain, 40ft +/-. Existing two hotel buildings to be demolished 24ft. +/-. New townhome units - 24ft +/-
  2 new multi-family buildings 40 ft +/-
- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
  With respect to new construction, frontage landscaping will be in complaince with codes and ordinances.
- ☐ Lighting:
  Parking lot lighting and exterior building lighting will be in compliance with all municipal codes and ordinances.
- ☐ Hours of operation:
  Hotel and apartments are 24 hour operatios
- ☐ Other conditions that are unique to the use of the property:

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
   The proposed development will comply with all local codes and ordinances and is compatible with the overall development of the surrounding area.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   The proposed development compiles with both the Map for Mobile and Unified Development Code. Additionally, the plan will provided much needed new housing options for existing and new reisdents for the City of Mobile. Workforce housing is a priority for the City of Mobile and the Mobile Chamber of Commerce.

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

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

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Airport Oaks Apartment

Address: 700 West I-65 Service Road West, Mobile, Al 36608

Owner: Shree Brahma Hospitality LLC

Address: 1381 W. Fairway Drive, Guld Shores, AL Zip Code: 36542

Phone: 251-747-1461 Fax: _____ Email: ryan.patel@anrgroup.com

Authorized Agent: James Watkins/ Maynard Nexsen PC

Address: 11 North Water Street, Suite 24290, Mobile, AL Zip Code: 36602

Phone: 251-432-0001 Fax: _____ Email: jwatkins@maynardnexsen.com

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Architect: David English, English and Associates Architects, Inc.

Address: 3084 Mercer University Dr., Suite 100, Atlanta, GA Zip Code: 30341

Phone: 404-915-1455 Fax: _____ Email: denglish@englishandassociatesinc.com

Submitted by:

James F. Watkins

Signature

Print

7/17/2025

Date

Authorized Agent

Affiliation to project/Organization

AN DIOG LLC
1000A CODY RD S
MOBILE, AL 36695

ALABAMA POWER CO C/O TREASURY/FINANCE
PO BOX 2641
BIRMINGHAM, AL 35202

SPRINGDALE STORES INC
PO BOX 16126
MOBILE, AL 36616

SHREE MAHESH HOSPITALITY LLC
1381 W FAIRWAY DR
GULF SHORES, AL 36542

A & R DEVELOPMENT GROUP, LLC
1381 W FAIRWAY DR
GULF SHORES, AL 36542

SAI RAM Enterprises, LLC
400 S. Beltline Highway
Mobile, AL 36608

TRE HOLDINGS LLC, AN ALABAMA LMTD LIABILITY CO
1000A CODY RD S
MOBILE, AL 36695

3680 LLC C/O J THOMAS ARENDALL JR
1111 S BELTLINE HWY, STE 202
MOBILE, AL 36606

YESTER OAKS OWNER A LLC UNDIV 46.88% INT, C/O FBE LIMITED LLC
1 STATE ST FL 32
NEW YORK, NY 10004

VIGHNAHARTA LLC
600 W I65 SERVICE RD S
MOBILE, AL 36608

JAMES F. WATKINS
MAYNARD NEXSEN PC
11 N WATER ST, STE 24290
MOBILE, AL 36602

AREC 2 LLC
P.O. Box 29046
Phoenix, AZ 85038

Planning Commission
September 18, 2025

Agenda Item # 1 - HOLDOVER

MOD-003422-2025

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

Applicant Materials for Consideration – PUD Modification

DETAILS

Location:
600, 700 & 800 West I-65 Service Road South

Applicant / Agent:
Ken Patel, A&R Development Group, LLC / James F. Watkins, Maynard, Nexsen, PC

Property Owner:
Shree Brahma Hospitality, LLC

Current Zoning:
B-3, Community Business Suburban District

Future Land Use:
District Center

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Immediately

Proposal:
- Modification of a previously approved Planned Unit Development

Considerations:
1. Modification of a previously approved Planned Unit Development with sixteen (16) conditions.

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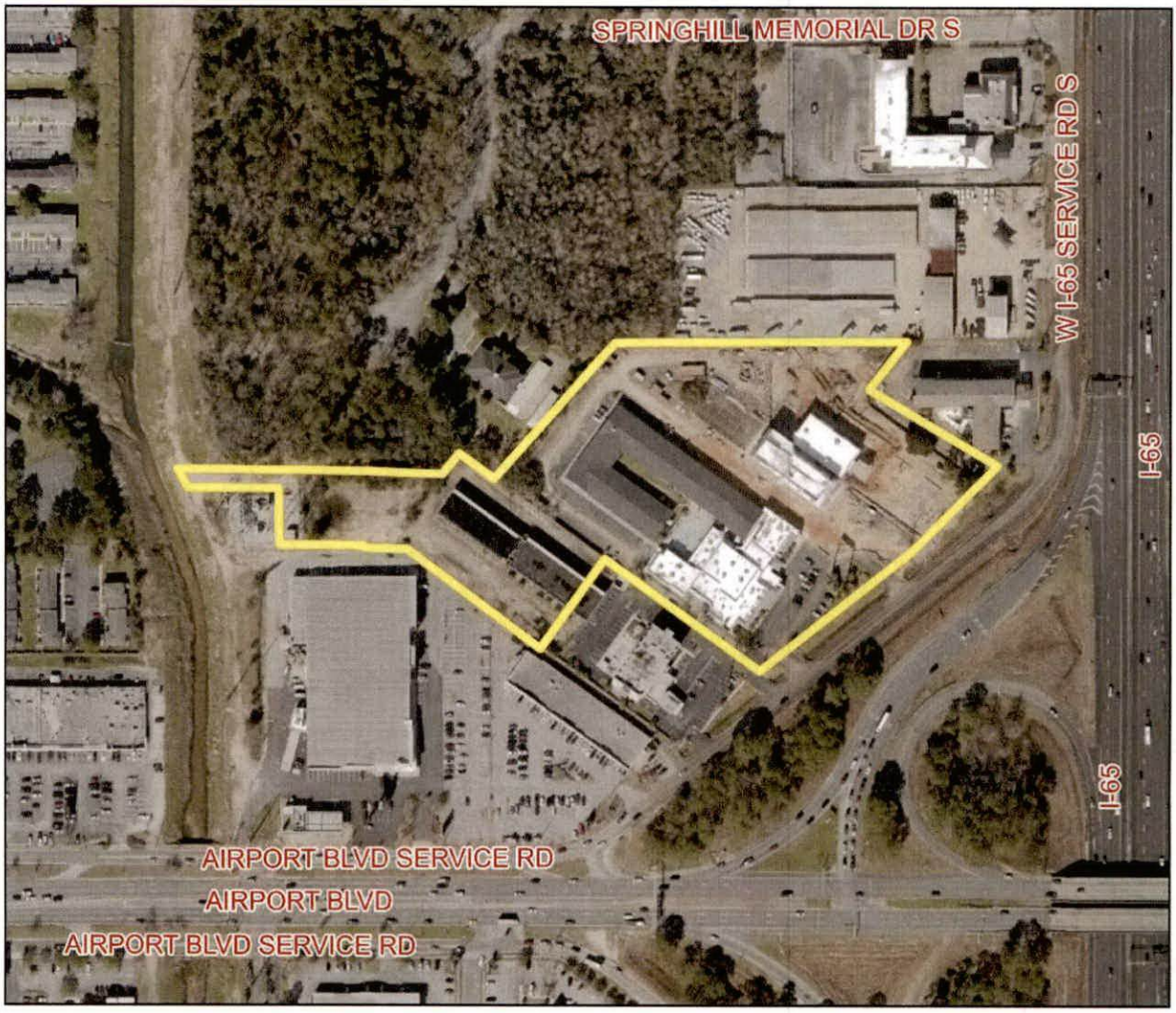
Commission Considerations 11
Exhibits 12

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER 1 DATE September 18, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification

N

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HOLDOVER COMMENTS

At the applicant's request, the application was held over from the August 21st Planning Commission meeting to allow time for revisions to the site plan and for submission of additional information to the Planning and Zoning Department for review.

The revised site plan proposes the redevelopment of Lots 1 and 2 of the most recently approved subdivision and Planned Unit Development (PUD)—Shree Mahesh Subdivision—into a 217-unit multi-family residential complex. The development would consist of two (2) residential buildings, a leasing office, a pool with a gazebo and grilling area, a green space with a pet park, and a fire pit. One (1) trash compactor is illustrated on the adjacent Lot 3, presumably for shared use among all three (3) lots; however, the site plan currently notes that the "existing hotel site (Lot 3) is not included." Because the PUD overlays all three (3) lots and shared access will be maintained, this note should be revised to simply state "Existing Hotel Site." Other than the proposed trash compactor, Lot 3 would retain its existing configuration and continue to operate as a hotel.

The 217 proposed dwelling units—consisting of one-, two-, and three-bedroom configurations—would be distributed between the two residential buildings on Lots 1 and 2.

As previously noted, the Board of Zoning Adjustment (BOA) approved a Density Variance for the site permitting 38 dwelling units per acre, thereby allowing development of up to 240 units. The current PUD modification reduces this total by 23 units. In addition, several site plan revisions are proposed compared to the previously approved layout, including the removal of townhomes, relocation of the pool area, and the addition of parking. While the variance addressed the allowable density, these design modifications may warrant further review by the BOA to ensure the site plan adequately accommodates the impacts of the proposed development, as the approved use largely dictated the original layout.

A 25-foot front yard setback is illustrated along West I-65 Service Road South, in compliance with Article 2, Section 64-2-14.E. of the UDC, and should be retained on the Final PUD Site Plan, if approved.

All surrounding properties are zoned B-3, Suburban District; therefore, a residential protection buffer is not required along side or rear property lines.

Per Table 64-3-12.1 of Article 3 of the UDC, 1.5 off-street parking spaces per dwelling unit are required, necessitating 326 spaces for the 217-unit development. The site plan indicates 329 proposed off-street parking spaces for the multi-family units; however, the number of spaces provided for the existing hotel is not noted. If approved, this information should be included on the Final PUD Site Plan.

The revised site plan appears to comply with the dimensional standards of Table 64-3-12.2 for off-street parking, including provision of curbing and/or wheel stops where vehicles could extend beyond parking areas.

Pedestrian walkways are illustrated providing access from parking areas to each proposed building. Walkways are also shown connecting the existing sidewalk along West I-65 Service Road South to the internal pedestrian network and buildings, consistent with Article 3, Section 64-3-3 of the UDC.

A note on the site plan references "7 Bike Rack," but no additional information is provided regarding bicycle parking. The parking table does not include bicycle parking, nor does the site plan indicate the location of the rack(s). The plan should be revised to demonstrate compliance with bicycle parking standards of Article 3, Section 64-3-12.A.9, including minimum quantities and required locations.

Two-way circulation is proposed, requiring 24-foot-wide drive aisles per Table 64-3-12.2. The site plan illustrates compliance with this requirement, and directional arrows are provided to indicate internal circulation.

Parking lot lighting is required to meet the illumination standards of Section 64-3-9.C. of the UDC. A note on the site plan states a photometric plan will be provided at permitting to verify compliance, and this note should be retained on the Final PUD Site Plan, if approved.

No building elevations were submitted. Per Section 64-3-6 of Article 3 of the UDC, proposed buildings must include at least one feature from each of the following design categories:

1. Site Frontage
2. Building Form – Height
3. Building Form – Wall
4. Architectural Feature

The maximum allowable height in the B-3 Suburban District is 50 feet.

The revised site plan identifies the square footage of each proposed building. This information should be retained on the Final PUD Site Plan or consolidated into a table, if approved.

A tree planting and landscape plan was submitted, but it does not demonstrate compliance with the frontage landscape area requirements. The site plan indicates a total site area of 280,648 square feet, requiring 42,097.2 square feet of landscape area (15%), with 60% (25,258.32 square feet) located between the street-facing property line and the nearest building(s). Only 5,408 square feet of front landscape area is proposed. This shortfall may be considered via the Major Modification process upon request and justification by the applicant; otherwise, the site plan must be revised to comply.

The landscape plan also does not demonstrate compliance with the area, dimension, and canopy standards of Article 3, Sections 64-3-7.A.7 and 64-3-7.A.8.

Because tree plantings and landscape area are not required to be depicted on the PUD site plan, a note should be included on the Final PUD Site Plan stating that compliance with Section 64-3-7 will be required. A detailed landscape plan must be submitted at permitting for verification. If the reduced frontage landscape area is not revised to comply, approval by the Planning Commission and City Council will be required.

It should be noted that, because the existing hotel site on Lot 3 is fully developed and no changes to its layout are proposed as part of this Major PUD Modification, compliance with current tree planting and landscape area requirements is not required. However, any future development or redevelopment of Lot 3 may necessitate bringing the site into compliance with current regulations.

As noted, a trash compactor is shown on the site plan. A note references compliance with the dumpster enclosure and placement standards of Section 64-3-13.A.4 of the UDC. This note should be retained on the Final PUD Site Plan, if approved.

No signage is illustrated. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

Any future development or redevelopment of the site may require additional PUD modifications, subject to Planning Commission and City Council approval. A note to this effect is provided on the site plan and should be retained on the Final PUD Site Plan, if approved.

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

HOLDOVER CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers approval of the request, the following conditions could apply:

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information;

7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting;
9. Revision of the site plan to demonstrate compliance with the frontage landscape area requirements of the UDC, or obtain approval from the Planning Commission and City Council for a reduced front landscape area;
10. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
11. Compliance with all Engineering comments noted in this staff report;
12. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
13. Compliance with all Urban Forestry comments noted in this staff report;
14. Compliance with all Fire Department comments noted in this staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

SITE HISTORY

The subject site was annexed into the City of Mobile in 1956. Following the adoption of the Zoning Ordinance in 1967, it was zoned R-A, Residential-Agriculture District. In February 1970, the zoning classification was changed to B-3, Community Business District.

By February 1978, the site became part of the two-lot W.C. Davis Subdivision.

In August 2017, Subdivision, Planned Unit Development (PUD), and Sidewalk Waiver requests were reviewed by the Planning Commission. The resulting Shree Mahesh Subdivision was approved as a two-lot subdivision, along with a PUD allowing multiple buildings on a single building site (Lot 2). The request to waive sidewalk construction along West I-65 Service Road South was denied.

In February 2019, Lot 2 of the Shree Mahesh Subdivision was re-subdivided into three lots, and the PUD was amended to permit shared parking among the three building sites. Further amendments to the PUD were approved in June and again in August 2019 to allow shared access and parking between the three sites, in response to the proposed re-purposing of an existing hotel into apartments.

At its August 4, 2025, meeting, the Board of Zoning Adjustment approved a Density Variance to allow 38 dwelling units per acre, permitting the construction of 240 total residential units on Lots 1 and 2, and part of Lot 3, of the Shree Mahesh Subdivision.

STAFF COMMENTS

Engineering Comments:

1. Label the drawing that was submitted (Sheet No. A0.2) as the PUD Site Plan.
2. Label all of the NEW or EXISTING buildings, structures, parking areas, trash receptacles, apartments, etc.
3. Label the existing public roadways.

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

Revised for the September 18th meeting: *Retain PUD SITE PLAN NOTES a - f as shown on the PUD SITE PLAN.*

Traffic Engineering Comments:

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

Revised for the September 18th meeting: *Driveway number, size, location, and design to be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.*

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Revised for the September 18th meeting: *This proposed design does not meet adopted fire access requirements. The possible emergency access only drive will be required.*

Planning Comments:

The site plan proposes the re-development of Lots 1 and 2, along with a portion of Lot 3, within the most recently approved subdivision and Planned Unit Development (PUD)—Shree Mahesh Subdivision—into a 221-unit multi-family residential complex. The development includes three (3) residential buildings, a leasing office, a pool pavilion with a fitness area, and one (1) trash compactor. Building 1, located on a portion of Lot 3, will contain eight (8) two-story townhouse units. The remaining 213 units—comprising one (1), two (2), and three (3) bedroom configurations—will be distributed between Buildings 2 and 3 on Lots 1 and 2. The remainder of Lot 3 will retain its existing configuration and continue to operate as a hotel, as depicted on the site plan.

The subject site is zoned B-3, Community Business Suburban District, which permits both multi-family residential and hotel uses by right. A detailed project description, along with all associated application materials, is available through the link provided on Page 1 of this report.

As previously noted, the Board of Zoning Adjustment (BOA) approved a Density Variance for the site allowing 38 dwelling units per acre, thereby facilitating the development of a 240-unit residential complex. The PUD modification proposes 19 fewer dwelling units, but in comparing the two site plans the only changes to the BOA-approved layout appear to be the removal of 29 parking spaces (per a table on the revised site plan), and a reconfigured pool area. Nevertheless, because variances are site plan-specific, any modifications may require additional BOA approval.

The site plan appears to depict a modification to the existing property line between Lot 2 and Lot 3. While this may reflect the revised PUD boundary, any alteration to property lines within an approved PUD must be consistent with the underlying subdivision. Therefore, re-subdivision is required to formalize such changes. If this is the case, the application must be held over until a Subdivision application is submitted for concurrent review by the Planning Commission, in accordance with Article 5, Section 64-5-1.D. of the Unified Development Code (UDC).

A 25-foot front yard setback is required along West I-65 Service Road South, per Article 2, Section 64-2-14.E. of the UDC. Upon approval, the Final PUD Site Plan must be revised to clearly illustrate this setback.

Surrounding properties are also zoned B-3 Suburban District; therefore, a residential protection buffer is not required along side or rear property lines.

Table 64-3-12.1 of Article 3 of the UDC requires 1.5 off-street parking spaces per dwelling unit, necessitating 332 spaces for the 221-unit development. The site plan includes a parking table indicating 332 proposed off-street parking spaces for the multi-family units and 134 existing spaces for the hotel on Lot 3. However, the site plan scale does not allow staff to verify compliance with the dimensional standards of Table 64-3-12.2. Therefore, if approved, the Final PUD Site Plan should depict compliance with all off-street parking requirements, including quantity and dimensions, for all three lots.

It is unclear whether curbing or wheel stops are included where vehicles may extend beyond parking spaces. This should be noted on the revised site plan, or the Final PUD Site Plan should be updated to illustrate wheel stops and pedestrian walkways connecting each parking area to the respective buildings.

Recent aerial imagery indicates a sidewalk was constructed along West I-65 Service Road; however, it is not shown on the site plan. Additionally, no pedestrian walkways from the sidewalk to the proposed buildings are illustrated, which is required under Article 3, Section 64-3-3 of the UDC. Upon approval, the existing sidewalk and all required pedestrian walkways must be shown on the revised site plan.

Bicycle parking is neither depicted nor addressed on the parking table. The site plan should be revised to comply with bicycle parking standards outlined in Article 3, Section 64-3-12.A.9. of the UDC, including minimum quantities and location requirements.

Two-way traffic circulation is proposed, requiring 24-foot-wide drive aisles per Table 64-3-12.2. Due to the current scale, compliance cannot be verified. The site plan should be revised to show drive aisles with a minimum width of 24 feet, unless the design is reconfigured for one-way circulation, which requires a minimum 14-foot width.

Directional arrows indicating traffic flow should be included on the revised site plan and updated as necessary if circulation patterns change.

Parking lot lighting is required to meet the illumination standards in Section 64-3-9.C. of the UDC. A note to this effect should be included on the Final PUD Site Plan. A photometric plan will be required at permitting to ensure compliance.

No elevation drawings were provided. Proposed buildings must include at least one feature from each of the following design categories, as specified in Section 64-3-6 of Article 3 of the UDC:

1. Site Frontage
2. Building Form – Height
3. Building Form – Wall
4. Architectural Feature

Maximum allowable height in the B-3 Suburban District is 50 feet.

The size of each building should be labeled in square feet on a revised site plan or included in a table on the Final PUD Site Plan.

No tree plantings or landscaping are illustrated or quantified on the site plan. A note stating compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC should be included on the Final PUD Site Plan. A landscaping plan will be required at permitting to verify compliance.

A trash compactor is shown on the site plan. A note referencing compliance with dumpster enclosure and placement standards of Section 64-3-13.A.4. of the UDC should be added to the Final PUD Site Plan.

No signage is depicted or described in the application materials. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

Any future development or redevelopment may require additional PUD modifications to be approved by the Planning Commission and City Council. A note stating this should be placed on the Final PUD Site Plan.

If approved, a revised Modified PUD site plan (hard copy and PDF) must be submitted to and approved by Planning and Zoning prior to recording with Probate Court, per Section 64-5-8-B.2(f) of the UDC.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

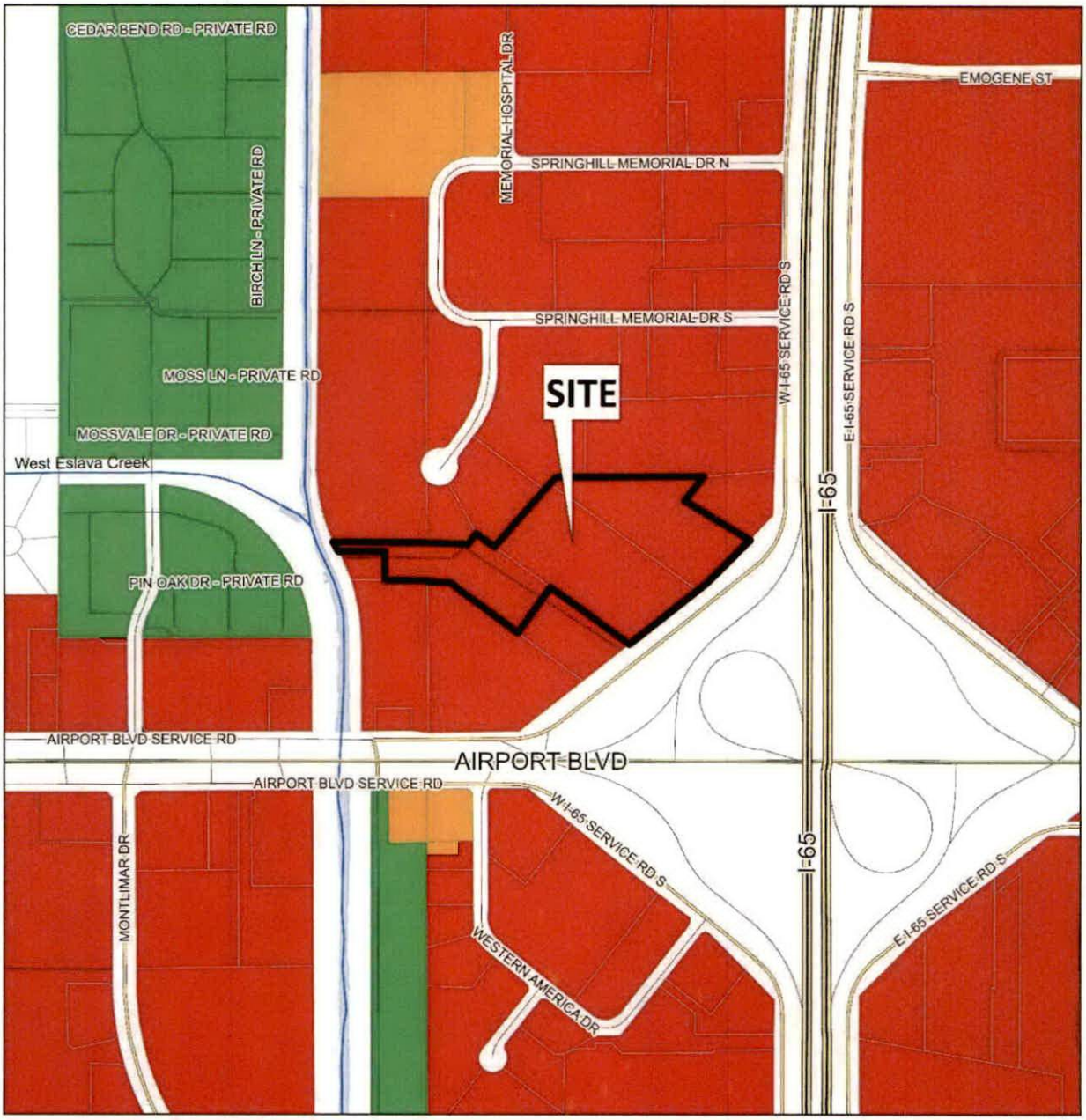
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers approval of the request, the following conditions could apply. However, it should be noted that any proposed changes to existing lot lines will necessitate a holdover of the request until a Subdivision application is submitted to the Planning and Zoning Department for concurrent review:

1. Revision of the site plan to illustrate the required 25-foot front yard setback along West I-65 Service Road South;
2. Provision of lot sizes in square feet and acres, either directly on the revised site plan or via a table on the site plan;
3. Revision of the site plan to depict compliance with all off-street parking and drive aisle standards per Article 3, Section 64-3-12 of the UDC, including dimensions and two-way circulation requirements (unless reconfigured for one-way circulation);
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Revision of the site plan to illustrate directional arrows for on-site traffic circulation;
6. Revision of the site plan to depict curbing where vehicles could extend beyond the parking lot, or illustrate wheel stops where applicable;
7. Placement of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Revision of the site plan to illustrate the existing sidewalk along West I-65 Service Road South;
9. Revision of the site plan to illustrate compliance with the pedestrian walkway requirements of Article 3, Section 64-3-3 of the UDC;
10. Revision of the site plan to label the size of each building in square feet or provide a corresponding table with the same information;
11. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
12. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting;
13. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
14. Compliance with all Engineering comments noted in this staff report;
15. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
16. Compliance with all Urban Forestry comments noted in this staff report;
17. Compliance with all Fire Department comments noted in this staff report;
18. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
19. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE September 18, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification

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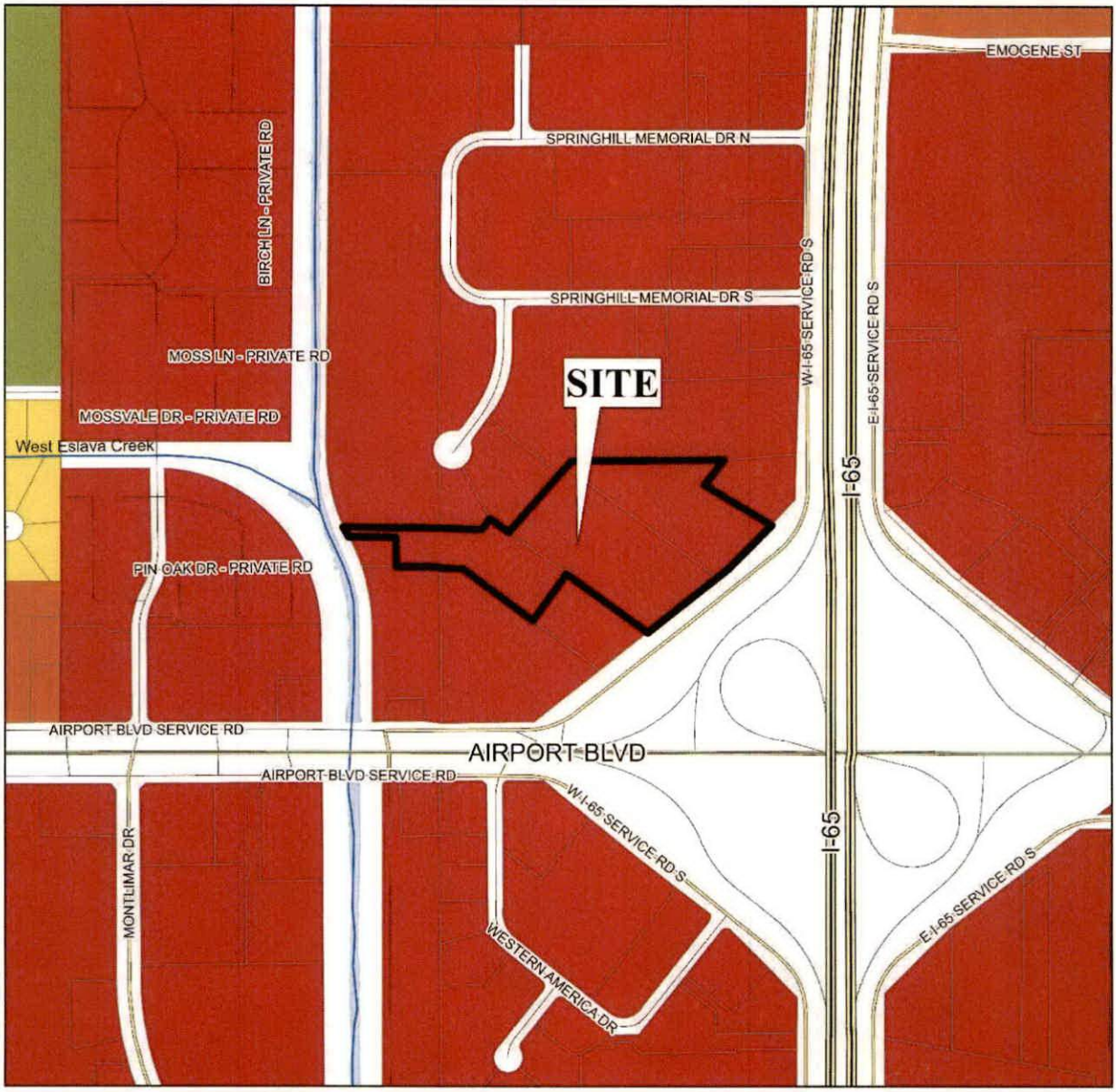
NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE September 18, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification

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

N

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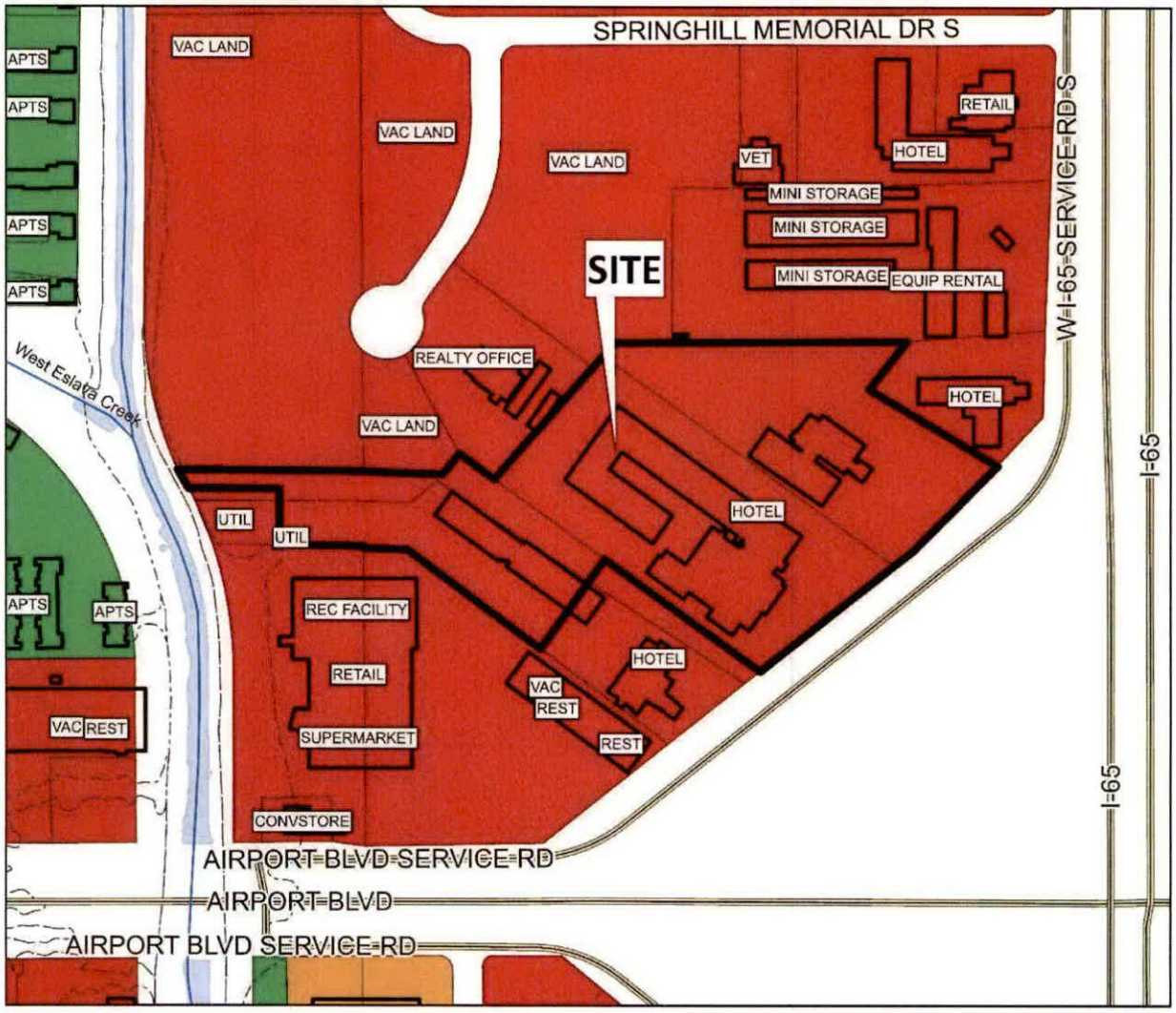
PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 1 DATE September 18, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification

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

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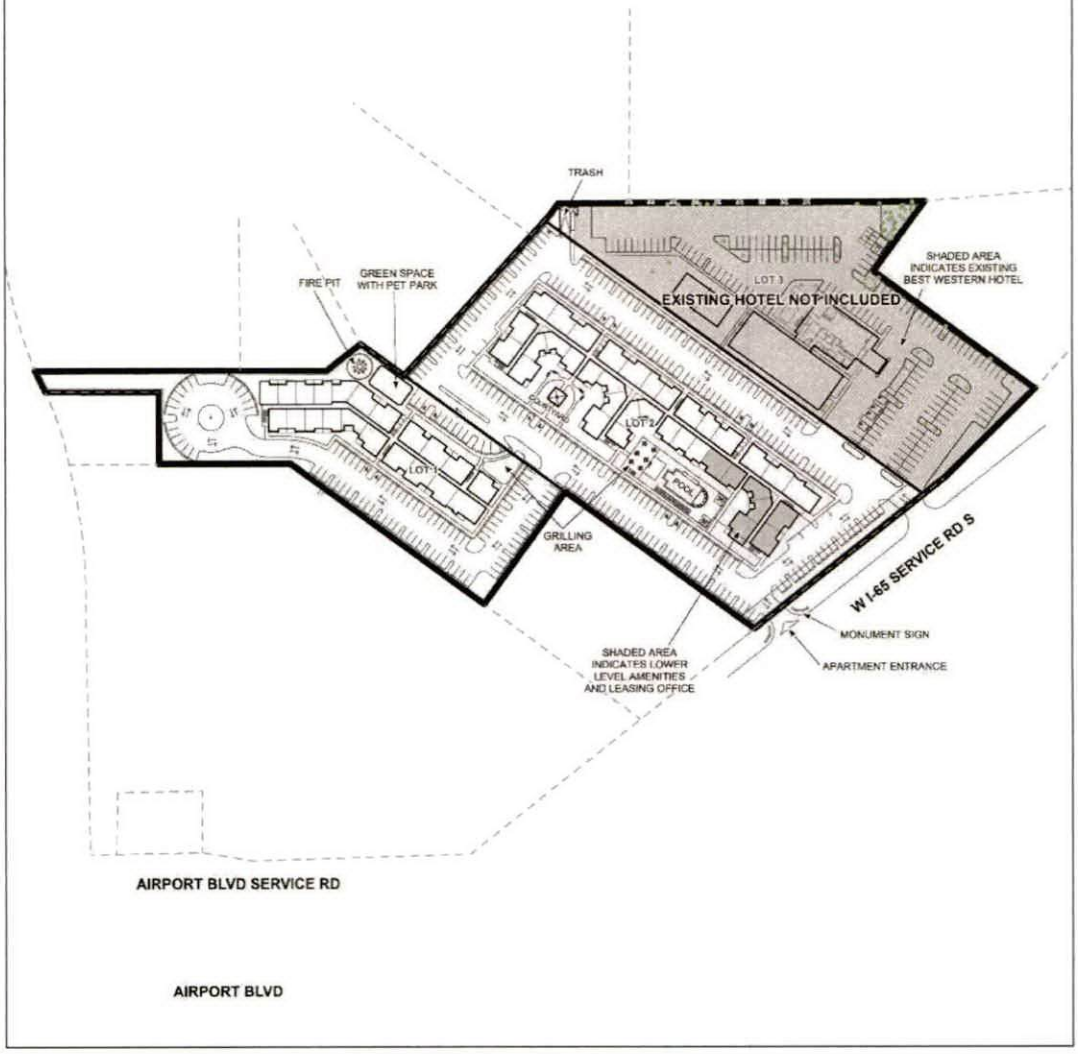
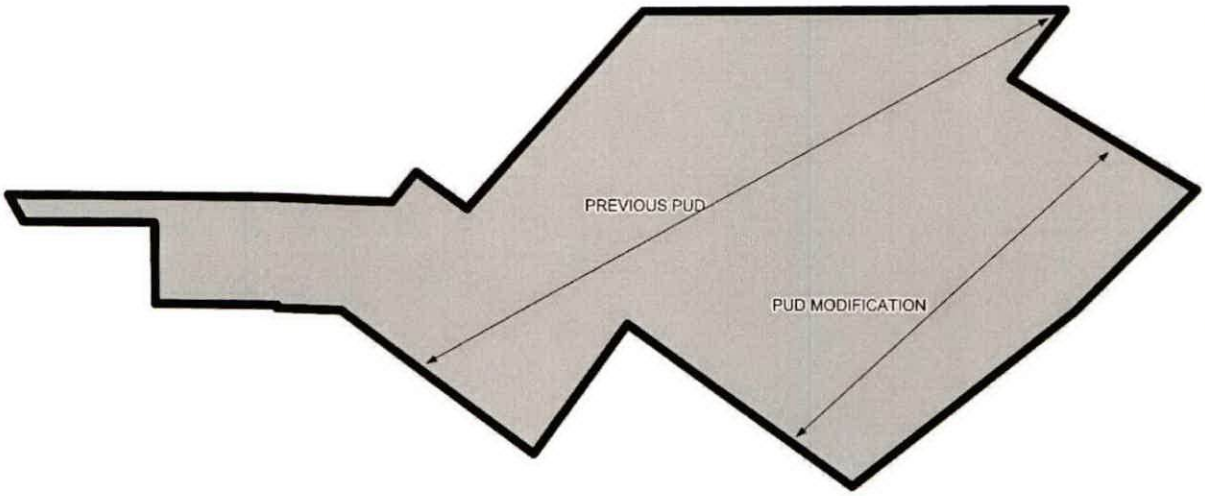
SITE PLAN



The site plan illustrates proposed buildings, drives, offices, and pet park.

APPLICATION NUMBER 1 DATE September 18, 2025 APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent) REQUEST PUD Modification	N NTS

DETAIL SITE PLAN



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

Zoning District Correspondence Matrix

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

DISTRICT CENTER (DC)

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

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

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

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

Agenda Item # 6

MOD-003422-2025

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

Applicant Materials for Consideration – PUD Modification

DETAILS

Location:
600, 700 & 800 West I-65 Service Road South

Applicant / Agent:
Ken Patel, A&R Development Group, LLC / James F. Watkins, Maynard, Nexsen, PC

Property Owner:
Shree Brahma Hospitality, LLC

Current Zoning:
B-3, Community Business Suburban District

Future Land Use:
District Center

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Immediately

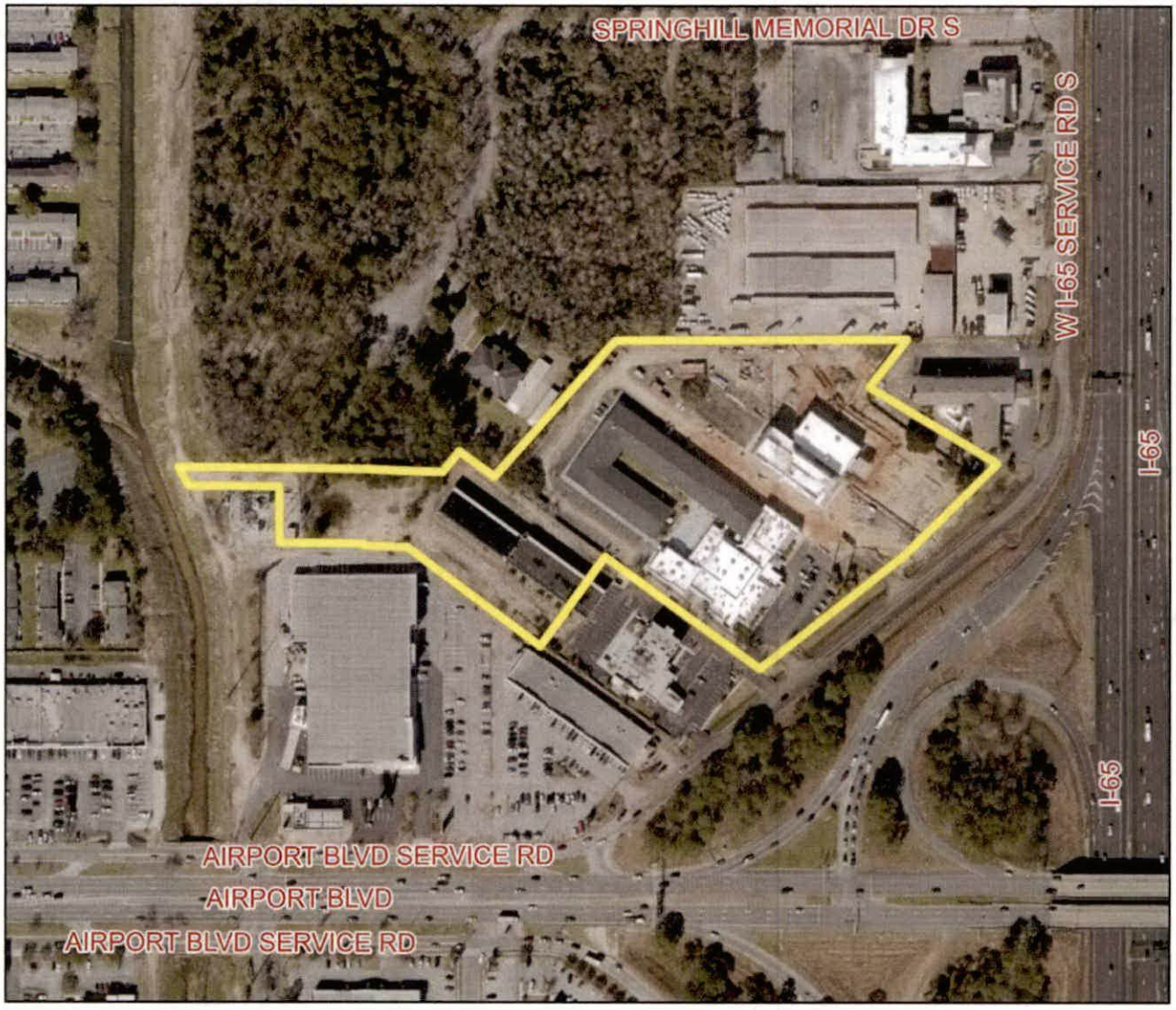
Proposal:
- Modification of a previously approved Planned Unit Development

Considerations:
1. Modification of a previously approved Planned Unit Development with nineteen (19) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER 6 DATE August 21, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification

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SITE HISTORY

The subject site was annexed into the City of Mobile in 1956. Following the adoption of the Zoning Ordinance in 1967, it was zoned R-A, Residential-Agriculture District. In February 1970, the zoning classification was changed to B-3, Community Business District.

By February 1978, the site became part of the two-lot W.C. Davis Subdivision.

In August 2017, Subdivision, Planned Unit Development (PUD), and Sidewalk Waiver requests were reviewed by the Planning Commission. The resulting Shree Mahesh Subdivision was approved as a two-lot subdivision, along with a PUD allowing multiple buildings on a single building site (Lot 2). The request to waive sidewalk construction along West I-65 Service Road South was denied.

In February 2019, Lot 2 of the Shree Mahesh Subdivision was re-subdivided into three lots, and the PUD was amended to permit shared parking among the three building sites. Further amendments to the PUD were approved in June and again in August 2019 to allow shared access and parking between the three sites, in response to the proposed re-purposing of an existing hotel into apartments.

At its August 4, 2025, meeting, the Board of Zoning Adjustment approved a Density Variance to allow 38 dwelling units per acre, permitting the construction of 240 total residential units on Lots 1 and 2, and part of Lot 3, of the Shree Mahesh Subdivision.

STAFF COMMENTS

Engineering Comments:

1. Label the drawing that was submitted (Sheet No. A0.2) as the PUD Site Plan.
2. Label all of the NEW or EXISTING buildings, structures, parking areas, trash receptacles, apartments, etc.
3. Label the existing public roadways.
4. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
    a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
    b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
    c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
    d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

e. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The site plan proposes the re-development of Lots 1 and 2, along with a portion of Lot 3, within the most recently approved subdivision and Planned Unit Development (PUD)—Shree Mahesh Subdivision—into a 221-unit multi-family residential complex. The development includes three (3) residential buildings, a leasing office, a pool pavilion with a fitness area, and one (1) trash compactor. Building 1, located on a portion of Lot 3, will contain

eight (8) two-story townhouse units. The remaining 213 units—comprising one (1), two (2), and three (3) bedroom configurations—will be distributed between Buildings 2 and 3 on Lots 1 and 2. The remainder of Lot 3 will retain its existing configuration and continue to operate as a hotel, as depicted on the site plan.

The subject site is zoned B-3, Community Business Suburban District, which permits both multi-family residential and hotel uses by right. A detailed project description, along with all associated application materials, is available through the link provided on Page 1 of this report.

As previously noted, the Board of Zoning Adjustment (BOA) approved a Density Variance for the site allowing 38 dwelling units per acre, thereby facilitating the development of a 240-unit residential complex. The PUD modification proposes 19 fewer dwelling units, but in comparing the two site plans the only changes to the BOA-approved layout appear to be the removal of 29 parking spaces (per a table on the revised site plan), and a reconfigured pool area. Nevertheless, because variances are site plan-specific, any modifications may require additional BOA approval.

The site plan appears to depict a modification to the existing property line between Lot 2 and Lot 3. While this may reflect the revised PUD boundary, any alteration to property lines within an approved PUD must be consistent with the underlying subdivision. Therefore, re-subdivision is required to formalize such changes. If this is the case, the application must be held over until a Subdivision application is submitted for concurrent review by the Planning Commission, in accordance with Article 5, Section 64-5-1.D. of the Unified Development Code (UDC).

A 25-foot front yard setback is required along West I-65 Service Road South, per Article 2, Section 64-2-14.E. of the UDC. Upon approval, the Final PUD Site Plan must be revised to clearly illustrate this setback.

Surrounding properties are also zoned B-3 Suburban District; therefore, a residential protection buffer is not required along side or rear property lines.

Table 64-3-12.1 of Article 3 of the UDC requires 1.5 off-street parking spaces per dwelling unit, necessitating 332 spaces for the 221-unit development. The site plan includes a parking table indicating 332 proposed off-street parking spaces for the multi-family units and 134 existing spaces for the hotel on Lot 3. However, the site plan scale does not allow staff to verify compliance with the dimensional standards of Table 64-3-12.2. Therefore, if approved, the Final PUD Site Plan should depict compliance with all off-street parking requirements, including quantity and dimensions, for all three lots.

It is unclear whether curbing or wheel stops are included where vehicles may extend beyond parking spaces. This should be noted on the revised site plan, or the Final PUD Site Plan should be updated to illustrate wheel stops and pedestrian walkways connecting each parking area to the respective buildings.

Recent aerial imagery indicates a sidewalk was constructed along West I-65 Service Road; however, it is not shown on the site plan. Additionally, no pedestrian walkways from the sidewalk to the proposed buildings are illustrated, which is required under Article 3, Section 64-3-3 of the UDC. Upon approval, the existing sidewalk and all required pedestrian walkways must be shown on the revised site plan.

Bicycle parking is neither depicted nor addressed on the parking table. The site plan should be revised to comply with bicycle parking standards outlined in Article 3, Section 64-3-12.A.9. of the UDC, including minimum quantities and location requirements.

Two-way traffic circulation is proposed, requiring 24-foot-wide drive aisles per Table 64-3-12.2. Due to the current scale, compliance cannot be verified. The site plan should be revised to show drive aisles with a minimum width of 24 feet, unless the design is reconfigured for one-way circulation, which requires a minimum 14-foot width.

Directional arrows indicating traffic flow should be included on the revised site plan and updated as necessary if circulation patterns change.

Parking lot lighting is required to meet the illumination standards in Section 64-3-9.C. of the UDC. A note to this effect should be included on the Final PUD Site Plan. A photometric plan will be required at permitting to ensure compliance.

No elevation drawings were provided. Proposed buildings must include at least one feature from each of the following design categories, as specified in Section 64-3-6 of Article 3 of the UDC:

1. Site Frontage
2. Building Form – Height
3. Building Form – Wall
4. Architectural Feature

Maximum allowable height in the B-3 Suburban District is 50 feet.

The size of each building should be labeled in square feet on a revised site plan or included in a table on the Final PUD Site Plan.

No tree plantings or landscaping are illustrated or quantified on the site plan. A note stating compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC should be included on the Final PUD Site Plan. A landscaping plan will be required at permitting to verify compliance.

A trash compactor is shown on the site plan. A note referencing compliance with dumpster enclosure and placement standards of Section 64-3-13.A.4. of the UDC should be added to the Final PUD Site Plan.

No signage is depicted or described in the application materials. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

Any future development or redevelopment may require additional PUD modifications to be approved by the Planning Commission and City Council. A note stating this should be placed on the Final PUD Site Plan.

If approved, a revised Modified PUD site plan (hard copy and PDF) must be submitted to and approved by Planning and Zoning prior to recording with Probate Court, per Section 64-5-8-B.2(f) of the UDC.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

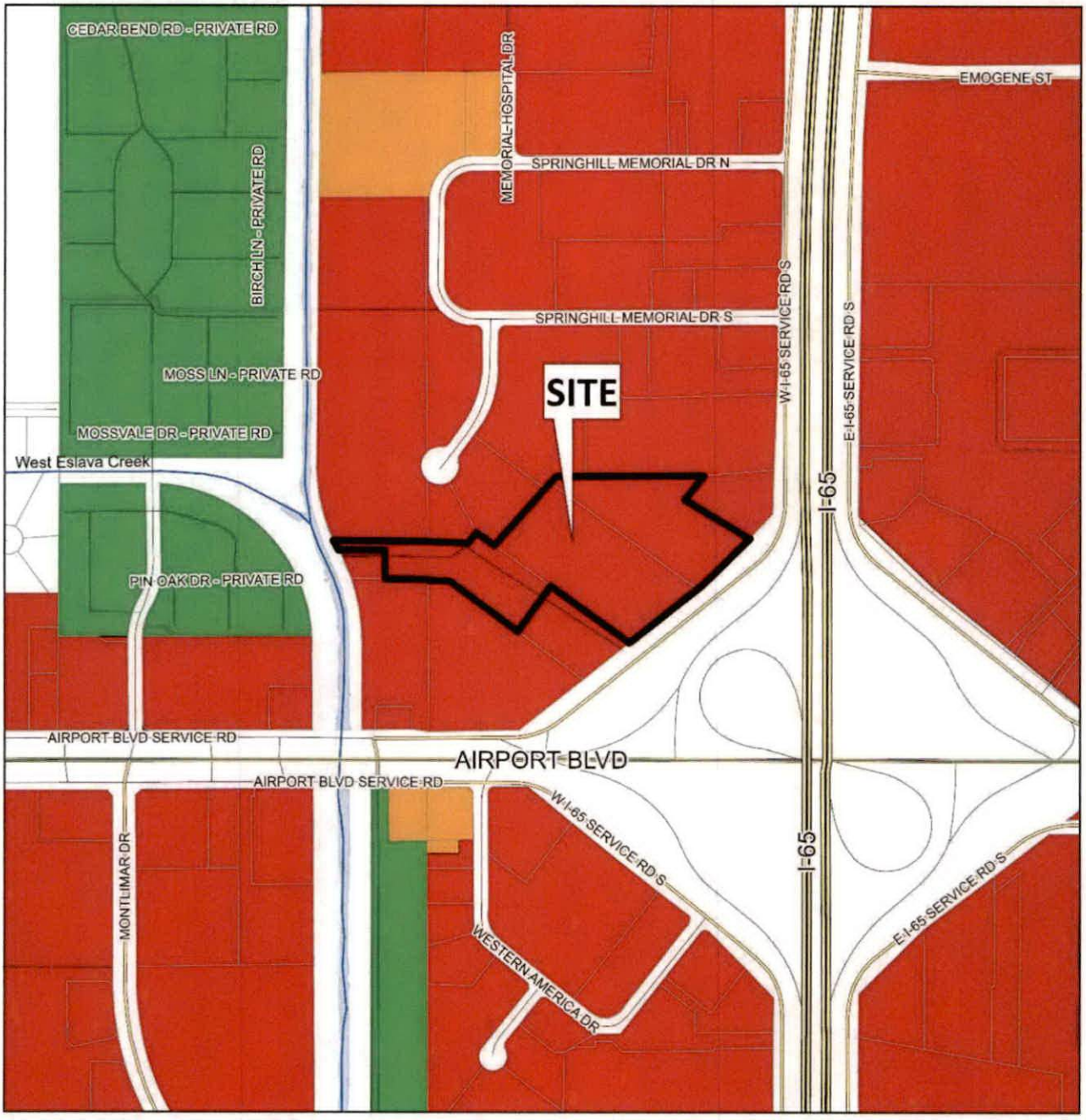
Considerations:

If the Planning Commission considers approval of the request, the following conditions could apply. However, it should be noted that any proposed changes to existing lot lines will necessitate a holdover of the request until a Subdivision application is submitted to the Planning and Zoning Department for concurrent review:

1. Revision of the site plan to illustrate the required 25-foot front yard setback along West I-65 Service Road South;
2. Provision of lot sizes in square feet and acres, either directly on the revised site plan or via a table on the site plan;
3. Revision of the site plan to depict compliance with all off-street parking and drive aisle standards per Article 3, Section 64-3-12 of the UDC, including dimensions and two-way circulation requirements (unless reconfigured for one-way circulation);
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Revision of the site plan to illustrate directional arrows for on-site traffic circulation;
6. Revision of the site plan to depict curbing where vehicles could extend beyond the parking lot, or illustrate wheel stops where applicable;
7. Placement of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Revision of the site plan to illustrate the existing sidewalk along West I-65 Service Road South;
9. Revision of the site plan to illustrate compliance with the pedestrian walkway requirements of Article 3, Section 64-3-3 of the UDC;
10. Revision of the site plan to label the size of each building in square feet or provide a corresponding table with the same information;
11. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;

12. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting;
13. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
14. Compliance with all Engineering comments noted in this staff report;
15. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
16. Compliance with all Urban Forestry comments noted in this staff report;
17. Compliance with all Fire Department comments noted in this staff report;
18. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
19. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE August 21, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification

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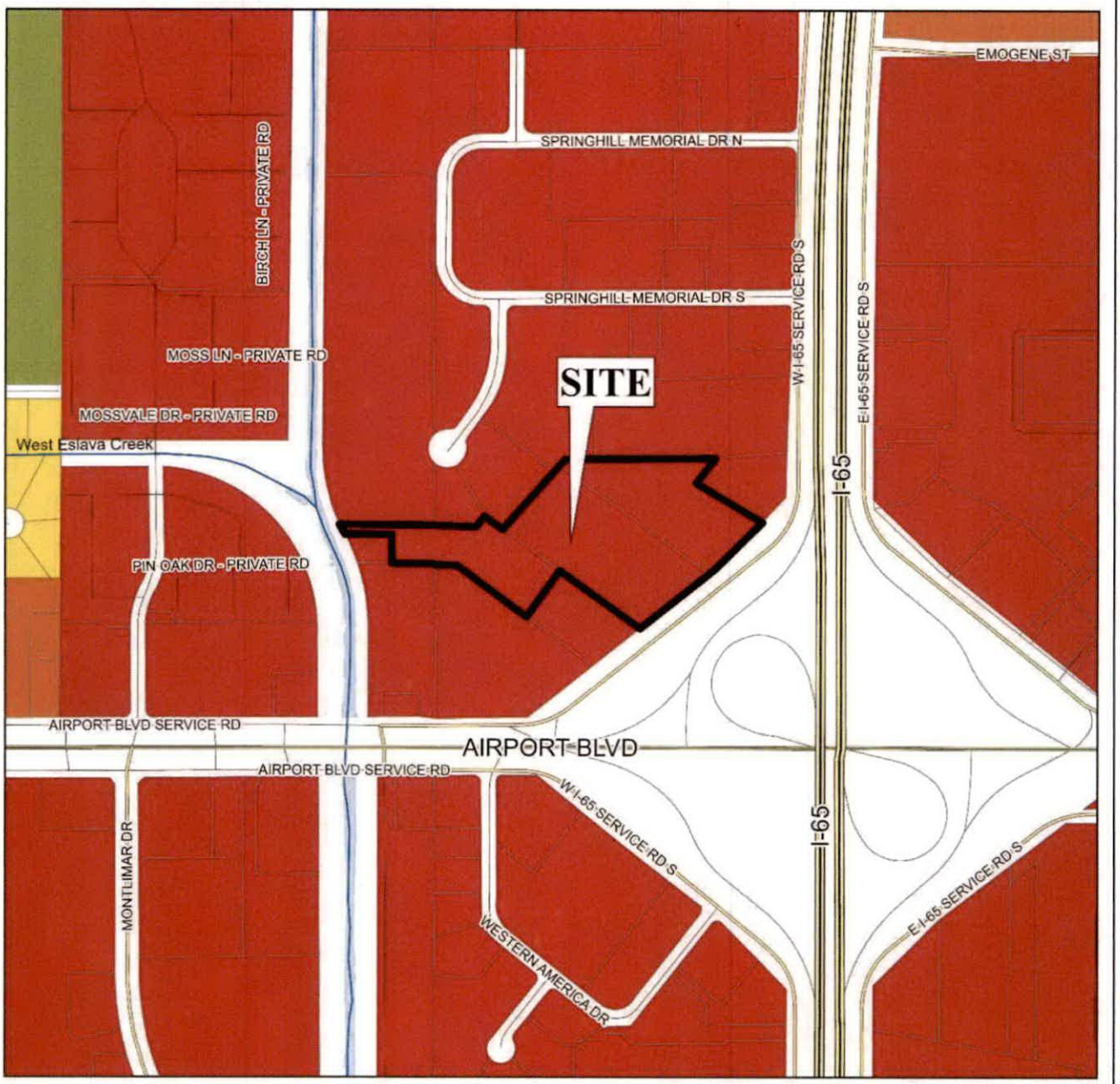
FLUM LOCATOR MAP



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REQUEST PUD Modification

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

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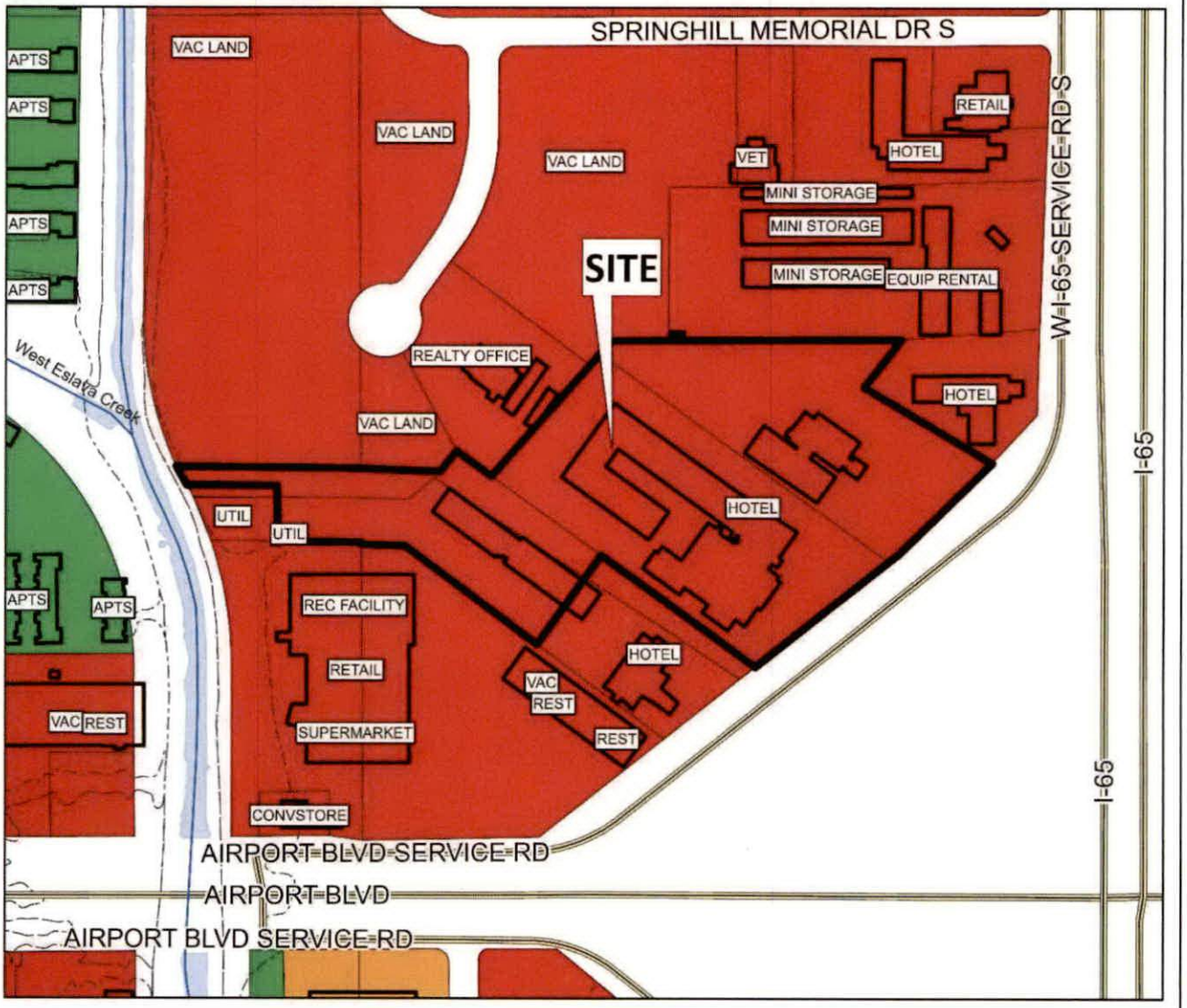

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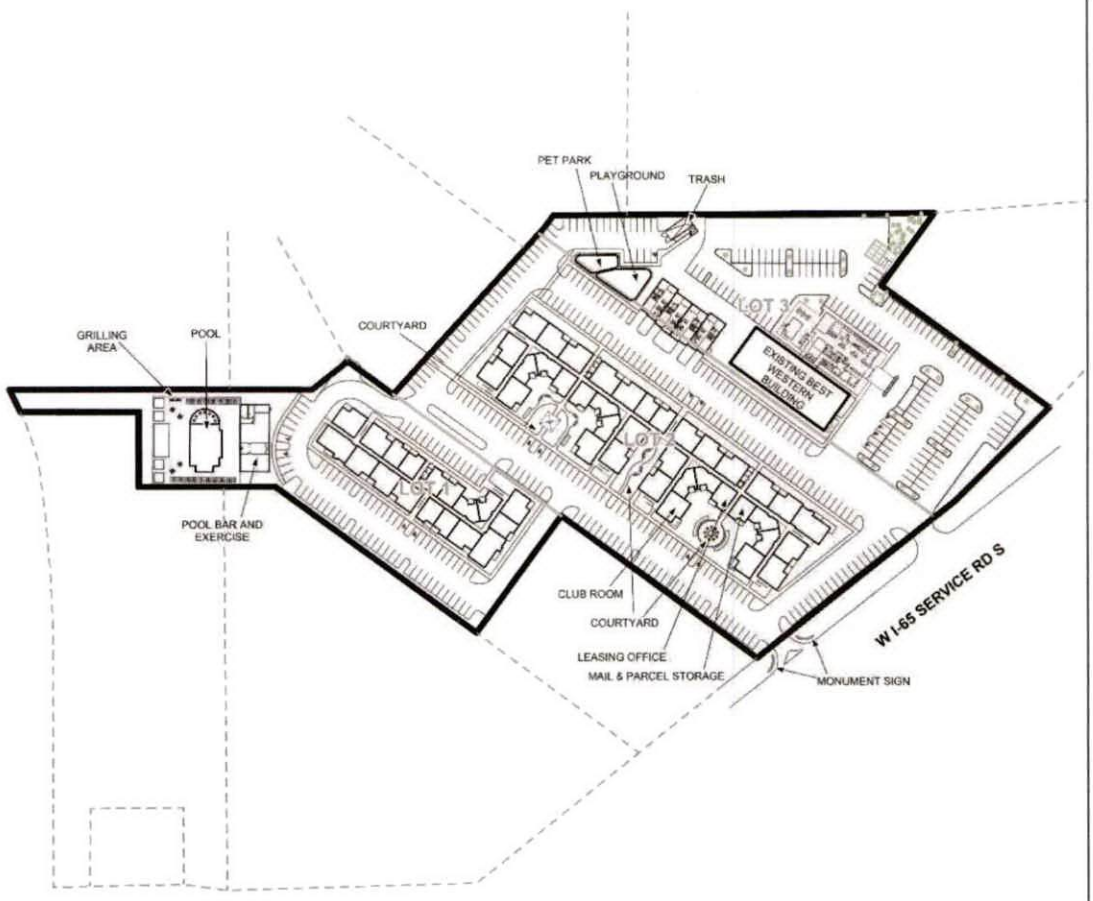

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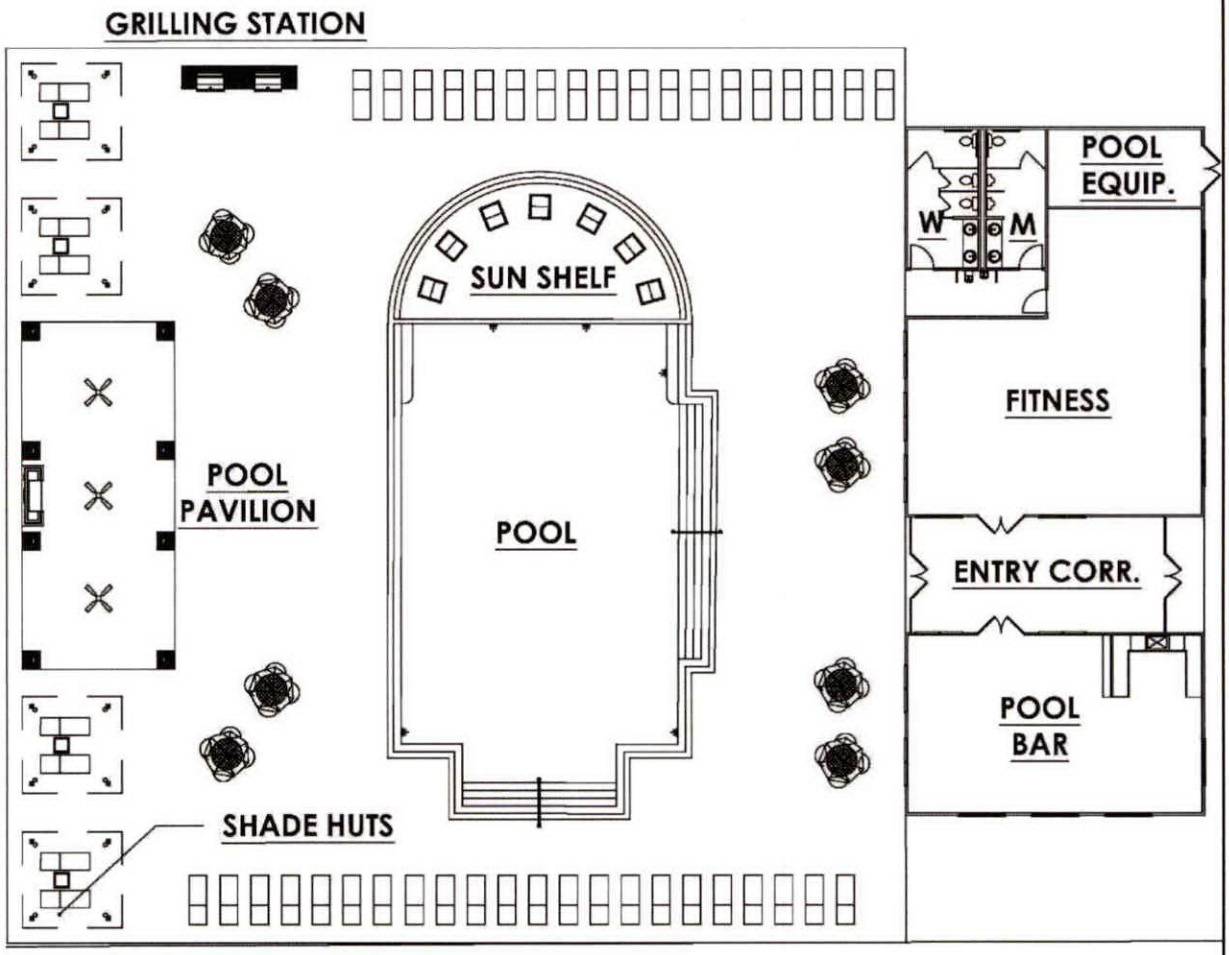

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RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
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RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
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DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

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

DISTRICT CENTER (DC)

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

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

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

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

Outlook

CityofMobile.org: Addressing City Council Submission

From cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Date Thu 9/25/2025 1:15 PM
To City Clerk <cityclerk@cityofmobile.org>

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

Name: Sabrina Mass

Date To Address Council: 2025-09-30

Address: 1050 Belvedere circle west

Email: texast750@gmail.com

Phone: 251 656 4049

Subject And Specific Questions: Address concerns of the District 2 issue of the election and address the city in change of governance and welcome ne city council member and Mayor.

Pertain To City Business: Taxpayer

Signature: Sabrina Mass

Signature Verify: X

Agree: X

Date Submitted: 2025-09-25 13:15:30

CITY CLERK'S OFFICE
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